

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On March 2, 2007, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Stipulation and Agreed Order in Respect of Debtors' Third Omnibus Objection to Claims of Cadence Innovations LLC (Docket No. 7046) [a copy of which is attached hereto as Exhibit D]
- 2) Stipulation and Agreed Order Resolving Debtors' Fourth Omnibus Objection to Claims of Retirees of Delphi Corp. or any of its Predecessors, Subsidiaries or Related Entities Who Were Represented by IUE-CWA During Their Employment, IUE-CWA/Delphi Corp. Joint Activities Center, Local 711 IUE-CWA, Local 717 IUE-CWA, Local 718 IUE-CWA, Local 801 IUE-CWA, Local 1111 IUE-CWA, Local 416 IUE-CWA, Local 755 IUE-CWA, Local 698 IUE-CWA, IAMAW District 10 and Lodge 78, IBEW Lodge 663, IUOE Local 101S, IUOE Local 18S, and IUOE Local 832S (Docket No. 7047) [a copy of which is attached hereto as Exhibit E]
- 3) Joint Stipulation Compromising and Allowing Proof of Claim 2258 (InPlay Technologies, Inc.) (Docket No. 7048) [a copy of which is attached hereto as Exhibit F]
- 4) Joint Stipulation and Agreed Order Compromising and Allowing Proof of Claim Number 8324 (Ericka Parker) (Docket No. 7083) [a copy of which is attached hereto as Exhibit G]
- 5) Joint Stipulation Compromising and Allowing Proof of Claim Number 16322 (Longacre Master Fund, Ltd./Inovise Medical, Inc.) (Docket No. 7084) [a copy of which is attached hereto as Exhibit H]

- 6) Notice of Fourth Application of Shearman & Sterling LLP, as Special Counsel to the Debtors, for Allowance of Interim Compensation for Professional Services Rendered and for Reimbursement of Actual and Necessary Expenses Incurred from October 1, 2006 Through January 31, 2007 (Docket No. 7106) [a copy of which is attached hereto as Exhibit I]
- 7) Motion for Order Under 11 U.S.C. Sections 363(b), 365(a), and 365(d) and Fed. R. Bankr. P. 6004 and 6006 Authorizing Debtors to (A) Enter Into and Assign Purchase Agreement (B) Enter Into Lease Agreement, and (C) Reject Certain Unexpired Leases of Nonresidential Real Property ("Lease Transaction Motion") (Docket No. 7111) [a copy of which is attached hereto as Exhibit J]

On March 2, 2007, I caused to be served the document listed below upon the party listed on Exhibit K hereto via overnight delivery:

- 8) Stipulation and Agreed Order in Respect of Debtors' Third Omnibus Objection to Claims of Cadence Innovations LLC (Docket No. 7046) [a copy of which is attached hereto as Exhibit D]

On March 2, 2007, I caused to be served the document listed below upon the parties listed on Exhibit L hereto via overnight delivery:

- 9) Stipulation and Agreed Order Resolving Debtors' Fourth Omnibus Objection to Claims of Retirees of Delphi Corp. or any of its Predecessors, Subsidiaries or Related Entities Who Were Represented by IUE-CWA During Their Employment, IUE-CWA/Delphi Corp. Joint Activities Center, Local 711 IUE-CWA, Local 717 IUE-CWA, Local 718 IUE-CWA, Local 801 IUE-CWA, Local 1111 IUE-CWA, Local 416 IUE-CWA, Local 755 IUE-CWA, Local 698 IUE-CWA, IAMAW District 10 and Lodge 78, IBEW Lodge 663, IUOE Local 101S, IUOE Local 18S, and IUOE Local 832S (Docket No. 7047) [a copy of which is attached hereto as Exhibit E]

On March 2, 2007, I caused to be served the document listed below upon the parties listed on Exhibit M hereto via overnight delivery:

- 10) Joint Stipulation Compromising and Allowing Proof of Claim 2258 (InPlay Technologies, Inc.) (Docket No. 7048) [a copy of which is attached hereto as Exhibit F]

On March 2, 2007, I caused to be served the document listed below upon the party listed on Exhibit N hereto via overnight delivery:

- 11) Joint Stipulation and Agreed Order Compromising and Allowing Proof of Claim Number 8324 (Ericka Parker) (Docket No. 7083) [a copy of which is attached hereto as Exhibit G]

On March 2, 2007, I caused to be served the document listed below upon the parties listed on Exhibit O hereto via overnight delivery:

- 12) Joint Stipulation Compromising and Allowing Proof of Claim Number 16322 (Longacre Master Fund, Ltd./Inovise Medical, Inc.) (Docket No. 7084) [a copy of which is attached hereto as Exhibit H]

On March 2, 2007, I caused to be served the document listed below upon the parties listed on Exhibit P hereto via overnight delivery:

- 13) Motion for Order Under 11 U.S.C. Sections 363(b), 365(a), and 365(d) and Fed. R. Bankr. P. 6004 and 6006 Authorizing Debtors to (A) Enter Into and Assign Purchase Agreement (B) Enter Into Lease Agreement, and (C) Reject Certain Unexpired Leases of Nonresidential Real Property ("Lease Transaction Motion") (Docket No. 7111) [a copy of which is attached hereto as Exhibit J]

Dated: March 6, 2007

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 6th day of March, 2007, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: /s/ Shannon J. Spencer

Commission Expires: 6/20/10

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-2094801	rstark@brownrudnick.com	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	bsimon@cwsny.com	
Curtis, Mallet-Prevost, Colt & Mosle LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	2126966000	2126971559	sreisman@cm-p.com	Counsel to Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2491	sean.p.corcoran@delphi.com karen.i.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International Flextronics International USA, Inc.	Carrie L. Schiff Paul W. Anderson	305 Interlocken Parkway 2090 Fortune Drive		Broomfield San Jose	CO CA	80021 95131	303-927-4853 408-428-1308	303-652-4716	cschiff@flextronics.com paul.anderson@flextronics.com	Counsel to Flextronics International Counsel to Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Shieler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsj.com slivini@ffhsj.com	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kinsey Avenue 1701 Pennsylvania Avenue, NW		Huntersville Washington	NC DC	28078 20006	704-992-5075 202-857-0620	866-585-2386 202-659-4503	valerie.venable@ge.com lhassel@groom.com	Creditor Committee Member Counsel to Employee Benefits
Groom Law Group	Lonie A. Hassel									
Hodgson Russ LLP	Stephen H. Gross	152 West 57th Street	35th Floor	New York	NY	10019	212-751-4300	212-751-0928	sgross@hodgsonruss.com	Counsel to Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	fgorman@honigman.com	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	rweiss@honigman.com	Counsel to General Motors Corporation
Internal Revenue Service	Attn: Insolvency Department, Maria Valerio	290 Broadway	5th Floor	New York	NY	10007	212-436-1038	212-436-1931	mariaivalerio@irs.gov	IRS
Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS
IUE-CWA	Conference Board Chairman	2360 W. Dorothy Lane	Suite 201	Dayton	OH	45439	937-294-7813	937-294-9164		Creditor Committee Member
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	bderrough@jefferies.com thomas.f.maher@chase.com richard.duker@jpmorgan.com gianni.russello@jpmorgan.com vilma.francis@jpmorgan.com	UCC Professional
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russello	270 Park Avenue		New York	NY	10017	212-270-0426	212-270-0430		Postpetition Administrative Agent
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016		Prepetition Administrative Agent
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Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	tmayer@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
Kurtzman Carson Consultants	Sheryl Betance	12910 Culver Blvd.	Suite I	Los Angeles	CA	90066	310-823-9000	310-823-9133	sbetance@kccllc.com	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	Counsel to Official Committee of Unsecured Creditors
Law Debenture Trust of New York	Patrick J. Healy	400 Madison Ave	Fourth Floor	New York	NY	10017	212-750-6474	212-750-1361	patrick.healy@lawdeb.com	Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Law Debenture Trust of New York	Daniel R. Fisher	400 Madison Ave	Fourth Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawdeb.com	Indenture Trustee
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	dcleary@mwe.com	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Jason J. DeJonker	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	idejonker@mwe.com	Counsel to Recticel North America, Inc.
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McDermott Will & Emery LLP	Peter A. Clark	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	pclark@mwe.com	Counsel to Recticel North America, Inc.
McTigue Law Firm	J. Brian McTigue	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	bmctigue@mctiquelaw.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
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Mesirow Financial	Leon Szlezinger	666 Third Ave	21st Floor	New York	NY	10017	212-808-8366	212-682-5015	lszlezinger@mesirofinancial.com	UCC Professional
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Office of New York State	Attorney General Eliot Spitzer	120 Broadway		New York City	NY	10271	212-416-8000	212-416-6075	ServeAG@oag.state.ny.us	New York Attorney General's Office
O'Melveny & Myers LLP	Robert Siegel	400 South Hope Street		Los Angeles	CA	90071	213-430-6000	213-430-6407	rsiegel@omm.com	Special Labor Counsel
O'Melveny & Myers LLP	Tom A. Jerman, Rachel Janger	1625 Eye Street, NW		Washington	DC	20006	202-383-5300	202-383-5414	tjerman@omm.com	Special Labor Counsel
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Seyfarth Shaw LLP	Robert W. Dremluk	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801	212-218-5500	212-218-5526	rdremluk@seyfarth.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Shearman & Sterling LLP	Douglas Bartner, Jill Frizzley	599 Lexington Avenue		New York	NY	10022	212-848-4000	212-848-7179	dbartner@shearman.com jfrizzley@shearman.com	Local Counsel to the Debtors
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	kziman@stblaw.com rtrust@stblaw.com wrussell@stblaw.com	Counsel to Debtor's Prepetition Administrative Agent, JPMorgan Chase Bank, N.A.
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler, John K. Lyons, Ron E. Meisler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606	312-407-0700	312-407-0411	jbutler@skadden.com jlyons@skadden.com rmeisler@skadden.com	Counsel to the Debtor
Skadden, Arps, Slate, Meagher & Flom LLP	Kayalyn A. Marafioti, Thomas J. Matz	4 Times Square	P.O. Box 300	New York	NY	10036	212-735-3000	212-735-2000	kmarafio@skadden.com tmatz@skadden.com	Counsel to the Debtor
Spencer Fane Britt & Browne LLP	Daniel D. Doyle	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	ddoyle@spencerfane.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Spencer Fane Britt & Browne LLP	Nicholas Franke	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	nfranke@spencerfane.com	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Stevens & Lee, P.C.	Chester B. Salomon, Constantine D. Pourakis	485 Madison Avenue	20th Floor	New York	NY	10022	212-319-8500	212-319-8505	cp@stevenslee.com cs@stevenslee.com	Counsel to Wamco, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Togut, Segal & Segal LLP	Albert Togut	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	212-967-4258	altoqut@teamtoqut.com	Conflicts Counsel to the Debtors
Tyco Electronics Corporation	MaryAnn Brereton, Assistant General Counsel	60 Columbia Road		Morristown	NJ	7960	973-656-8365	973-656-8805 212-668-2255 does not take service via fax		Creditor Committee Member
United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500			Counsel to United States Trustee
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	mwarner@warnerstevens.com	Proposed Conflicts Counsel to the Official Committee of Unsecured Creditors
Weil, Gotshal & Manges LLP	Jeffrey L. Tanenbaum, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	jeff.tanenbaum@weil.com	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Martin J. Bienenstock, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	martin.bienenstock@weil.com	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Michael P. Kessler, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	michael.kessler@weil.com	Counsel to General Motors Corporation
Wilmington Trust Company	Steven M. Cimalore	Rodney Square North	1100 North Market Street	Wilmington	DE	19890	302-636-6058	302-636-4143	scimalore@wilmingtontrust.com	Creditor Committee Member/Indenture Trustee

EXHIBIT B

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-209-4801	rstark@brownrudnick.com	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	bsimon@cwsny.com	
Curtis, Mallet-Prevost, Colt & Mosie LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	212-696-6000	212-697-1559	sreisman@cm-p.com	Counsel to Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A. de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	donald.bernstein@dpw.com brian.resnick@dpw.com	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2491	sean.p.corcoran@delphi.com karen.i.craft@delphi.com	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Counsel to Flextronics International
Flextronics International USA, Inc.	Paul W. Anderson	2090 Fortune Drive		San Jose	CA	95131	408-428-1308		paul.anderson@flextronics.com	Counsel to Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsj.com sliviri@ffhsj.com	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-247-1010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kinsey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
Groom Law Group	Lonie A. Hassel	1701 Pennsylvania Avenue, NW		Washington	DC	20006	202-857-0620	202-659-4503	lhassel@groom.com	Counsel to Employee Benefits
Hodgson Russ LLP	Stephen H. Gross	152 West 57th Street	35th Floor	New York	NY	10019	212-751-4300	212-751-0928	sgross@hodgsonruss.com	Counsel to Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	fgorman@honigman.com	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	rweiss@honigman.com	Counsel to General Motors Corporation
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	bderrough@jefferies.com	UCC Professional
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russello	270 Park Avenue		New York	NY	10017	212-270-0426	212-270-0430	thomas.f.maher@chase.com richard.duker@jpmorgan.com gianni.russello@jpmorgan.com	Postpetition Administrative Agent
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016	vilma.francis@jpmorgan.com	Prepetition Administrative Agent
Kramer Levin Naftalis & Frankel LLP	Gordon Z. Novod	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	gnovod@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
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Kurtzman Carson Consultants	Sheryl Betance	12910 Culver Blvd.	Suite I	Los Angeles	CA	90066	310-823-9000	310-823-9133	sbetance@kccllc.com	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	robert.rosenberg@lw.com	Counsel to Official Committee of Unsecured Creditors
Law Debenture Trust of New York	Patrick J. Healy	400 Madison Ave	Fourth Floor	New York	NY	10017	212-750-6474	212-750-1361	patrick.healy@lawdeb.com	Indenture Trustee
Law Debenture Trust of New York	Daniel R. Fisher	400 Madison Ave	Fourth Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawdeb.com	Indenture Trustee
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	dcleary@mwe.com	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Jason J. DeJonker	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	idejonker@mwe.com	Counsel to Recticel North America, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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Weltman, Weinberg & Reis Co., L.P.A.	Geoffrey J. Peters	175 South Third Street	Suite 900	Columbus	OH	43215		614-857-4326	614-222-2193	gpeters@weltman.com	Counsel to Seven Seventeen Credit Union
White & Case LLP	Glenn Kurtz Gerard Uzzi Douglas Baumstein	1155 Avenue of the Americas		New York	NY	10036-2787		212-819-8200		gakurtz@ny.whitecase.com guzzi@whitecase.com dbaumstein@ny.whitecase.com	Counsel to Appaloosa Management, LP
White & Case LLP	Thomas Lauria Frank Eaton	Wachovia Financial Center	200 South Biscayne Blvd., Suite 4900	Miami	FL	33131		305-371-2700	305-358-5744	tlauria@whitecase.com featon@miami.whitecase.com	Counsel to Appaloosa Management, LP
Whyte, Hirschboeck Dudek S.C.	Bruce G. Arnold	555 East Wells Street	Suite 1900	Milwaukee	WI	53202-4894		414-273-2100	414-223-5000	barnold@whdlaw.com	Counsel to Schunk Graphite Technology
Winstead Sechrest & Minick P.C.	Berry D. Spears	401 Congress Avenue	Suite 2100	Austin	TX	78701		512-370-2800	512-370-2850	bspears@winstead.com	Counsel to National Instruments Corporation
Winstead Sechrest & Minick P.C.	R. Michael Farquhar	5400 Renaissance Tower	1201 Elm Street	Dallas	TX	75270		214-745-5400	214-745-5390	mfarquhar@winstead.com	Counsel to National Instruments Corporation
Winthrop Couchot Professional Corporation	Marc. J. Winthrop	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	949-720-4111	mwinthrop@winthropcouchot.com	Counsel to Metal Surfaces, Inc.
Winthrop Couchot Professional Corporation	Sean A. O'Keefe	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	949-720-4111	sokeefe@winthropcouchot.com	Counsel to Metal Surfaces, Inc.
Womble Carlyle Sandridge & Rice, PLLC	Lillian H. Pinto	300 North Greene Street	Suite 1900	Greensboro	NC	27402		336-574-8058	336-574-4528	lpinto@wcsr.com	Counsel to Armacell
Zeichner Ellman & Krause LLP	Peter Janovsky	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0396	pjanovsky@zeklaw.com	Counsel to Toyota Tsusho America, Inc. and Karl Kufner, KG aka Karl Kuefner, KG
Zeichner Ellman & Krause LLP	Stuart Krause	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0396	skrause@zeklaw.com	Counsel to Toyota Tsusho America, Inc.

EXHIBIT C

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	PARTY / FUNCTION
Akebono Corporation (North America)	Alan Swiech	34385 Twelve Mile Road		Farmington Hills	MI	48331	248-489-7406	Vice President of Administration for Akebono Corporation
APS Clearing, Inc.	Andy Leinhoff Matthew Hamilton	1301 S. Capital of Texas Highway	Suite B-220	Austin	TX	78746	512-314-4416	Counsel to APS Clearing, Inc.
Cage Williams & Abelman, P.C.	Steven E. Abelman	1433 Seventeenth Street		Denver	CO	80202	303-295-0202	Counsel to United Power, Inc.
Colbert & Winstead, P.C.	Amy Wood Malone	1812 Broadway		Nashville	TN	37203	615-321-0555	Counsel to Averitt Express, Inc.
Coolidge, Wall, Womsley & Lombard Co. LPA	Steven M. Wachstein	33 West First Street	Suite 600	Dayton	OH	45402	937-223-8177	Counsel to Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Coompany
Curtis, Mallet-Prevost, Colt & Mosle LLP	Andrew M. Thau	101 Park Avenue		New York	NY	10178-0061	212-696-8898	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Curtis, Mallet-Prevost, Colt & Mosle LLP	David S. Karp	101 Park Avenue		New York	NY	10178-0061	212-696-8898	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Dykema Gossett PLLC	Gregory J. Jordan	10 Wacker	Suite 2300	Chicago	IL	60606	312-627-2171	Counsel to Tremont City Barrel Fill PRP Group
Entergy Services, Inc.	Alan H. Katz	7411 Highway 51 North		Southaven	MS	38671		Company
Genovese Joblove & Battista, P.A.	Craig P. Rieders, Esq.	100 S.E. 2nd Street	Suite 4400	Miami	FL	33131	305-349-2300	Counsel to Ryder Integrated Logistics, Inc.
Grant & Eisenhofer P.A.	Geoffrey C. Jarvis	1201 North Market Street	Suite 2100	Wilmington	DE	19801	302-622-7000	Counsel to Teachers Retirement System of Oklahoma; Public Employes's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforde ABP
Heller Ehrman LLP	Carren Shulman	Times Square Tower	Seven Times Square	New York	NY	10036	212-832-8300	Counsel to @Road, Inc.
Jason, Inc.	Beth Klimczak, General Counsel	411 E. Wisconsin Ave	Suite 2120	Milwaukee	WI	53202		General Counsel to Jason Incorporated
Johnston, Harris Gerde & Komarek, P.A.	Jerry W. Gerde, Esq.	239 E. 4th St.		Panama City	FL	32401	850-763-8421	Counsel to Peggy C. Brannon, Bay County Tax Collector

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	PARTY / FUNCTION
Kirkland & Ellis LLP	Geoffrey A. Richards	200 East Randolph Drive		Chicago	IL	60601	312-861-2000	Counsel to Lunt Manufacturing Company
Lord, Bissel & Brook LLP	Rocco N. Covino	885 Third Avenue	26th Floor	New York	NY	10022-4802	212-812-8340	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
Miami-Dade County Tax Collector	Metro-Dade Paralegal Unit	140 West Flagler Street	Suite 1403	Miami	FL	33130	305-375-5314	Paralegal Collection Specialist for Miami-Dade County
North Point	Michelle M. Harner	901 Lakeside Avenue		Cleveland	OH	44114	216-586-3939	Counsel to WL. Ross & Co., LLC
O'Rourke Katten & Moody	Michael C. Moody	161 N. Clark Street	Suite 2230	Chicago	IL	60601	312-849-2020	Counsel to Ameritech Credit Corporation d/b/a SBC Capital Services
Paul, Weiss, Rifkind, Wharton & Garrison	Curtis J. Weidler	1285 Avenue of the Americas		New York	NY	10019-6064	212-373-3157	Counsel to Ambrake Corporation; Akebono Corporation
Professional Technologies Services	John V. Gorman	P.O. Box #304		Frankenmuth	MI	48734	989-385-3230	Corporate Secretary for Professional Technologies Services
Republic Engineered Products, Inc.	Joseph Lapinsky	3770 Embassy Parkway		Akron	OH	44333	330-670-3004	Counsel to Republic Engineered Products, Inc.
Ropers, Majeski, Kohn & Bentley	Christopher Norgaard	515 South Flower Street	Suite 1100	Los Angeles	CA	90071	213-312-2000	Counsel to Brembo S.p.A; Bibielle S.p.A.; AP Racing
Sachnoff & Weaver, Ltd	Charles S. Schulman	10 South Wacker Drive	40th Floor	Chicago	IL	60606	312-207-1000	Counsel to Infineon Technologies North America Corporation
Schiff Hardin LLP	William I. Kohn	6600 Sears Tower		Chicago	IL	60066	312-258-5500	Counsel to Means Industries
Shipman & Goodwin LLP	Jennifer L. Adamy	One Constitution Plaza		Hartford	CT	06103-1919	860-251-5811	Counsel to Fortune Plastics Company of Illinois, Inc.; Universal Metal Hose Co.,
Stroock & Stroock & Lavan, LLP	Joseph G. Minias	180 Maiden Lane		New York	NY	10038	212-806-5400	Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. a
Traub, Bonaquist & Fox LLP	Maura I. Russell Wendy G. Marcari	655 Third Avenue	21st Floor	New York	NY	10017	212-476-4770	Counsel to SPCP Group LLC
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO	David Jury, Esq.	Five Gateway Center	Suite 807	Pittsburgh	PA	15222	412-562-2549	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO
WL Ross & Co., LLC	Stephen Toy	600 Lexington Avenue	19th Floor	New York	NY	10022	212-826-1100	Counsel to WL. Ross & Co., LLC

EXHIBIT D

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re: : **Chapter 11**
:
DELPHI CORPORATION, et. al., : **Case No. 05-44481 (RDD)**
:
Debtors. : **Jointly Administered**
-----X

**STIPULATION AND AGREED ORDER IN RESPECT
OF DEBTORS' THIRD OMNIBUS OBJECTION
TO CLAIMS OF CADENCE INNOVATION LLC**

On or about July 20, 2006, Cadence Innovation LLC ("Cadence") filed Proof of Claim Nos. 10074, 10077, 10078, 10079, 10080, 10081, 10082, 10083, 10084, 10085, 10086, 10087, 10088, 10089, 10090, 10091, 10092, 10093, 10094, 10095, 10096, 10097, 10098, 10099, 10100, 10101, 10102, 10103, 10104, 10105, 10106, 10107, 10108, 10109, 10110, 10111, 10112, 10113, 10114, 10115, 10116, 10117 against certain affiliated debtors and debtors in possession, styled "Cadence, as successor in interest to Patent Holding Company" in respect of the claims asserted by Cadence against the Debtors¹ on account of their direct and willful infringement of three patents in the District Court for the Eastern District of Michigan, Southern Division (Case No. 99-76013) (the "Action").

¹ The Debtors include: Delphi NY Holding Corporation; Delphi Corporation; ASEC Manufacturing General Partnership; Delphi Medical Systems Colorado Corporation; Delphi China LLC, ASEC Sales General Partnership; Delphi Medical Systems Texas Corporation; Delphi Automotive Systems Overseas Corporation; Delphi Automotive Systems Korea, Inc.; Delphi Automotive Systems International, Inc.; Delphi International Holdings Corp.; Aspire, Inc.; Delphi Connection Systems; Delphi International Services, Inc.; Environmental Catalysts, LLC; Specialty Electronics International, LTD; Delphi Automotive Systems Thailand, Inc.; Delco Electronic Overseas Corporation; Delphi Technologies, Inc.; Delphi Automotive Systems (Holding), Inc.; Exhaust Systems Corporation; Delphi Medical Systems Corporation; Delphi Diesel Systems Corp.; Delphi Integrated Service Solutions, Inc.; Packard Hughes Interconnect Company; Delphi Electronics (Holding) LLC; Delphi Mechatronic Systems, Inc.; Specialty Electronics, Inc.; Delphi Automotive Systems Tennessee, Inc.; Delphi LLC; Dreal, Inc.; Delphi Automotive Systems Risk Management Corp.; Delphi Automotive Systems Services LLC; Delphi Liquidation Holding Company; Delphi Foreign Sales Corporation; Delphi Services Holding Corporation; Delphi Automotive Systems Human Resources LLC; Delphi Automotive Systems Global (Holding) Inc.; Delphi Automotive Systems LLC; Furukawa Wiring Systems LLC; Delphi-Receivables LLC; and MobileAria, Inc.

On October 31, 2006, the Debtors filed their Second Omnibus Objection to Claims (the “Second Omnibus Objection”) (Docket No. 5451). In the Second Omnibus Objection, the Debtors sought to disallow and expunge Proof of Claim Nos. 10074, 10077, 10078, 10079, 10080, 10081, 10082, 10083, 10084, 10085, 10086, 10087, 10088, 10089, 10090, 10091, 10092, 10093, 10094, 10095, 10096, 10097, 10098, 10099, 10101, 10102, 10103, 10104, 10105, 10106, 10107, 10108, 10109, 10110, 10112, 10113, 10114, 10115, 10116, 10117 (the so-called, “Duplicative Claims”) as duplicative of Cadence Proof of Claim 10100 (the “Delphi Corporation Claim”); with the Delphi Corporation Claim remaining on the Debtors’ claims register.²

On October 31, 2006, the Debtors filed their Third Omnibus Objection to Claims (the “Third Omnibus Objection”) (Docket No. 5452). In the Third Omnibus Objection, the Debtors sought to disallow and expunge the Delphi Corporation Claim (Claim No. 10100) and Proof of Claim No. 10111 (the “Delphi Automotive Systems LLC Claim”, collectively, the “Surviving Claims”) because “the Debtors determined that [the Surviving Claims] assert liabilities or dollar amounts not owing pursuant to the Debtors’ books and records[.]”

On November 13, 2006, Cadence submitted its Response to the Second Omnibus Objection (Docket No. 5767) and its Response to the Third Omnibus Objection (Docket No. 5769) where it contended respectively that (i) the Duplicative Claims are not duplicative of the Delphi Corporation Claim, but rather reflect the fact that Delphi operates numerous subsidiaries and affiliates and those affiliates may have separate and independent liability for infringing Cadence’s patents and (ii) the Third Omnibus Objection did not rebut the presumption of allowability of the Surviving Claims.

² The Second Omnibus Objection did not assert an objection to Proof of Claim No. 10111.

On January 17, 2007, after Cadence and the Debtors agreed to terms resolving the Second Omnibus Objection, the Court entered its order (the “Second Omnibus Order”) (Docket No. 6634) providing, in pertinent part, that (i) the Duplicative Claims were disallowed and expunged in their entirety, (ii) the Delphi Corporation Claim shall remain on the Debtors’ claims register,³ and (iii) to the extent the Duplicative Claims were filed against the correct Debtor or Debtors, entry of the Second Omnibus Order would not prejudice Cadence’s right to reassert the relevant Duplicative Claim against the appropriate Debtor or Debtors.

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Surviving Claims Proofs of Claim Nos. 10100 and 10111 shall remain on the Debtors’ claims register.
2. The Third Omnibus Objection shall be adjourned solely in respect of the Surviving Claims pending the resolution of the Action. The Debtors reserve the right to resume prosecution of the Third Omnibus Objection upon notice to Cadence and with Cadence's opportunity to contest the same. Absent a resumption of the Third Omnibus Objection, during the pendency of the Action, Cadence and the Debtors shall not be required to file any pleading; including, without limitation, a motion to withdraw the reference with respect to any action taken in respect of the Surviving Claims.
3. Nothing herein or otherwise, shall waive, release, or modify Cadence’s right to have final orders in noncore matters entered after de novo review by a District Judge; right to require trial by jury in any proceeding so triable in this case or any case,

³ As noted in Footnote 2 above, the Second Omnibus Objection did not assert an objection to the Delphi Automotive Systems Claim. Accordingly, the Second Omnibus Order did not affect the Delphi Automotive Systems Claim; the Delphi Automotive Systems Claim remained on the Debtors’ claims register.

controversy, or proceeding related to these cases; right to have reference withdrawn in any matter subject to mandatory or discretionary withdrawal; or other rights, remedies, claims, actions, defenses, setoffs, or recoupments to which Cadence may be entitled (subject to the Debtors' ability to contest the same) or the Debtors' right to seek estimation of the Cadence claims or resume prosecution of the Third Omnibus Objection or otherwise object to the Cadence claims (subject to Cadence's ability to contest the same).

4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Stipulation and Agreed Order.

Date: New York, New York

February 26, 2007

/s/Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND
APPROVED FOR ENTRY:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP <u>/s/ John K. Lyons</u> John Wm. Butler, Jr. (JB-4711) John K. Lyons (JL-4951) Ron E. Meisler (RM-3026) 333 West Wacker Drive, Suite 2100 Chicago, Illinois 60606-1285 (312) 407-0700 <i>Attorneys for Delphi Corporation, et al., Debtors and Debtors-in-Possession</i>	ALSTON & BIRD LLP <u>/s/ Dennis J. Connolly</u> Dennis J. Connolly (DC-9932) One Atlantic Center 1201 West Peachtree Street Atlanta, Georgia 30309-3424 Telephone (404) 881-7000 Facsimile (404) 881-7777 <i>Attorneys for Cadence Innovation LLC</i>
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EXHIBIT E

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X	
	:
	:
In re	: Chapter 11
	:
DELPHI CORPORATION, et al.,	: Case No. 05-44481 (RDD)
	:
Debtors.	: (Jointly Administered)
	:
----- X	

STIPULATION AND AGREED ORDER RESOLVING DEBTORS' FOURTH OMNIBUS
OBJECTION TO CLAIMS OF RETIREES OF DELPHI CORP. OR ANY OF ITS
PREDECESSORS, SUBSIDIARIES OR RELATED ENTITIES WHO WERE REPRESENTED
BY IUE-CWA DURING THEIR EMPLOYMENT, IUE-CWA/DELPHI CORP. JOINT
ACTIVITIES CENTER, LOCAL 711 IUE-CWA, LOCAL 717 IUE-CWA, LOCAL 718 IUE-
CWA, LOCAL 801 IUE-CWA, LOCAL 1111 IUE-CWA, LOCAL 416 IUE-CWA, LOCAL 755
IUE-CWA, LOCAL 698 IUE-CWA, IAMAW DISTRICT 10 AND LODGE 78, IBEW LOCAL
663, IUOE LOCAL 101S, IUOE LOCAL 18S, AND IUOE LOCAL 832S

WHEREAS, on the date set forth below (the "Proof of Claim Filing Date"), the
following claimants (the "Claimants") filed the following proofs of claim (the "Proofs of Claim")
against each of the debtors and debtors-in-possession in the above-referenced jointly
administered chapter 11 cases (the "Debtors")¹:

¹ The Debtors include: Delphi NY Holding Corporation; Delphi Corporation; ASEC Manufacturing General Partnership; Delphi Medical Systems Colorado Corporation; Delphi China LLC, ASEC Sales General Partnership; Delphi Medical Systems Texas Corporation; Delphi Automotive Systems Overseas Corporation; Delphi Automotive Systems Korea, Inc.; Delphi Automotive Systems International, Inc.; Delphi International Holdings Corp.; Aspire, Inc.; Delphi Connection Systems; Delphi International Services, Inc.; Environmental Catalysts, LLC; Specialty Electronics International, LTD; Delphi Automotive Systems Thailand, Inc.; Delco Electronic Overseas Corporation; Delphi Technologies, Inc.; Delphi Automotive Systems (Holding), Inc.; Exhaust Systems Corporation; Delphi Medical Systems Corporation; Delphi Diesel Systems Corp.; Delphi Integrated Service Solutions, Inc.; Packard Hughes Interconnect Company; Delphi Electronics (Holding) LLC; Delphi Mechatronic Systems, Inc.; Specialty Electronics, Inc.; Delphi Automotive Systems Tennessee, Inc.; Delphi LLC; Dreal, Inc.; Delphi Automotive Systems Risk Management Corp.; Delphi Automotive Systems Services LLC; Delphi Liquidation Holding Company; Delphi Foreign Sales Corporation; Delphi Services Holding Corporation; Delphi Automotive Systems Human Resources LLC; Delphi Automotive Systems Global (Holding) Inc.; Delphi Automotive Systems LLC; Furukawa Wiring Systems LLC; Delphi-Receivables LLC; and MobileAria, Inc.

<u>Claimant</u>	<u>Proofs of Claim</u>	<u>Proof of Claim Filing Date</u>
Retirees Of Delphi Corp. Or Any Of Its Predecessors, Subsidiaries Or Related Entities Who Were Represented By IUE-CWA During Their Employment (the "IUE-CWA Retirees")	Nos. 12574 and 12599	July 28, 2006
IUE-CWA/Delphi Corp. Joint Activities Center (the "IUE-CWA Joint Activities Center")	12651 and 13272	July 28, 2006
Local 711 IUE-CWA	12703, 12704, 12705, 12706, 12707, 12708, 12709, 12710, 12711, 12712, 12713, 12714, 12716, 12717, 12718, 12719, 12720, 12721, 12726, 12727, 12728, 12729, 12732, 12733, 12734, 12735, 12736, 12737, 12738, 12739, 12740, 12742, 12743, 12744, 12745	July 28, 2006
Local 717 IUE-CWA	12722, 12723, 12724, 12725, 12746, 12747, 12748, 12749, 12750, 12752, 12753, 12754, 12755, 12756, 12757, 12759, 12760, 12761, 12762, 12764, 12765, 12766, 12767, 12768, 12769, 12770, 12771, 12772, 12775, 12776, 12777, 12778, 12779	July 28, 2006

<u>Claimant</u>	<u>Proofs of Claim</u>	<u>Proof of Claim Filing Date</u>
Local 718 IUE-CWA	12880, 12881, 12882, 12883, 12884, 12886, 12887, 12888, 12889, 12890, 12891, 12893, 12894, 12895, 12896, 12897, 12898, 12899, 12900, 12901, 12902, 12904, 12905, 12906, 12907, 12908, 12909, 12910, 12911, 12912, 12913, 12916, 12917, 12918, 12919	July 28, 2006
Local 801 IUE-CWA	12293, 12294, 12295, 12296, 12297, 12300, 12301, 12302, 12303, 12304, 12305, 12307, 12308, 12309, 12310, 12311, 12312, 12313, 12314, 12315, 12316, 12317, 12318, 12320, 12321, 12322, 12323, 12324, 12325, 12326, 12328, 12329, 12330, 12331, 12332, 12920	July 28, 2006
Local 1111 IUE-CWA	12841, 12842, 12843, 12846, 12847, 12848, 12849, 12850, 12851, 12852, 12853, 12854, 12855, 12857, 12858, 12859, 12860, 12861, 12862, 12863, 12864, 12865, 12867, 12868, 12869, 12870, 12871, 12872, 12873, 12875, 12876, 12877, 12878, 12879, 12973	July 28, 2006

<u>Claimant</u>	<u>Proofs of Claim</u>	<u>Proof of Claim Filing Date</u>
Local 416 IUE-CWA	12531, 12532, 12533, 12534, 12535, 12537, 12538, 12539, 12540, 12541, 12542, 12545, 12546, 12547, 12548, 12549, 12550, 12551, 12552, 12553, 12554, 12555, 12556, 12557, 12558, 12559, 12560, 12561, 12562, 12563, 12564, 12567, 12568, 12569, 12570	July 28, 2006
Local 755 IUE-CWA	12451, 12452, 12453, 12454, 12457, 12458, 12459, 12460, 12461, 12462, 12463, 12464, 12465, 12466, 12468, 12469, 12470, 12471, 12472, 12473, 12474, 12475, 12476, 12478, 12479, 12480, 12481, 12482, 12483, 12485, 12486, 12487, 12488, 12489, 12490, 13274	July 28, 2006
Local 698 IUE-CWA	12974, 12975, 12976, 12977, 12980, 12981, 12982, 12983, 12984, 12985, 12986, 12987, 12988, 12989, 12991, 12992, 12993, 12994, 12995, 12996, 13275, 13276, 13277, 13278, 13280, 13282, 13284, 13285, 13287, 13288, 13289, 13290, 13291,	July 28, 2006

<u>Claimant</u>	<u>Proofs of Claim</u>	<u>Proof of Claim Filing Date</u>
IAMAW District 10 and Lodge 78	10431, 10432, 10433, 13839, 13840, 13841, 13842, 13843, 13844, 13845, 13846, 13847, 13848, 13849, 13850, 13851, 13852, 13853, 13854, 13855, 13856, 13857, 13858, 13859, 13860, 13861, 13862, 13863, 14328, 14329, 14330, 14331, 14332, 14333, 14335, 14336, 14337, 14339, 14340, 14341, 14342, 14343, 14344, 14974	July 31, 2006 (except that Proofs of Claim Nos. 10431, 10432, and 10433 were filed July 24, 2006)
IBEW Local 663	10435, 10436, 10437, 13864, 13865, 13866, 13867, 13868, 13869, 13870, 13871, 13872, 13873, 13874, 13875, 13876, 13877, 13878, 13879, 14285, 14286, 14287, 14288, 14289, 14290, 14291, 14292, 14293, 14294, 14310, 14345, 14346, 14348, 14349, 14351, 14352, 14353, 14354, 14355, 14356, 14357, 14358, 14359, 14360	July 31, 2006 (except that Proofs of Claim Nos. 10435, 10436, and 10437 were filed July 24, 2006)
IUOE Local 101S	13660, 13661, 13662, 13663, 13664, 13683, 13684, 13685, 13705, 13706, 13707, 13721, 13722, 13723, 13724, 13725, 13726, 13727, 13728, 13729, 13731, 13732, 13733, 13736, 13737, 13738, 13739, 13745, 13746, 13747, 13755, 13756, 13757, 13765, 1418S, 14984, 14986, 14987, 14988, 14989, 14990	July 31, 2006

<u>Claimant</u>	<u>Proofs of Claim</u>	<u>Proof of Claim Filing Date</u>
IUOE Local 18S	13651, 13652, 13653, 13654, 13656, 13657, 13665, 13690, 13704, 13734, 13735, 13741, 13742, 13744, 13748, 13749, 13750, 13751, 13753, 13754, 13758, 13759, 13760, 13761, 13762, 13763, 13764, 13766, 14033, 14055, 14108, 15021, 15022, 15023, 15069, 15079, 15080, 15081, 15082, 15083, 15084	July 31, 2006
IUOE Local 832S	13666, 13667, 13668, 13669, 13670, 13671, 13672, 13673, 13674, 13675, 13676, 13677, 13678, 13679, 13680, 13681, 13682, 13686, 13687, 13688, 13689, 13691, 13692, 13693, 13694, 13695, 13696, 13697, 13698, 13700, 13701, 13702, 13703, 15070, 15072, 15073, 15074, 15075, 15076, 15077, 15078	July 31, 2006 (except that Proof of Claim No. 13700 was filed July 29, 2006)

WHEREAS, on December 8, 2006, the Debtors filed their Fourth Omnibus Objection (Procedural) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain Duplicate And Amended Claims (Docket No. 6099) (the "Fourth Omnibus Objection"). In the Fourth Omnibus Objection, the Debtors sought to disallow and expunge the following proofs of claim (the "Duplicative Claims") as duplicative of the Surviving Claims (as defined herein), as set forth below, with the Surviving Claims remaining on the Debtors' claims register:

<u>Claimant</u>	<u>Duplicative Claims</u>	<u>Surviving Claims</u>
IUE-CWA Retirees	12574	12599
IUE-CWA Joint Activities Center	13272	12651
Local 711 IUE-CWA	12703, 12704, 12705, 12706, 12707, 12708, 12709, 12710, 12711, 12712, 12713, 12714, 12717, 12718, 12719, 12720, 12721, 12726, 12727, 12728, 12729, 12732, 12733, 12734, 12735, 12736, 12737, 12738, 12739, 12740, 12742, 12743, 12744, 12745	12716
Local 717 IUE-CWA	12722, 12723, 12724, 12725, 12746, 12747, 12748, 12749, 12752, 12753, 12754, 12755, 12756, 12757, 12759, 12760, 12761, 12762, 12764, 12765, 12766, 12767, 12768, 12769, 12770, 12771, 12772, 12775, 12776, 12777, 12778, 12779	12750
Local 718 IUE-CWA	12880, 12881, 12882, 12883, 12884, 12886, 12887, 12889, 12890, 12991, 12894, 12895, 12896, 12897, 12898, 12899, 12900, 12901, 12902, 12904, 12905, 12906, 12907, 12908, 12909, 12910, 12911, 12912, 12913, 12916, 12917, 12918, 12919	12893

<u>Claimant</u>	<u>Duplicative Claims</u>	<u>Surviving Claims</u>
Local 801 IUE-CWA	12293, 12294, 12295, 12296, 12297, 12300, 12301, 12302, 12303, 12304, 12305, 12307, 12308, 12309, 12310, 12311, 12312, 12313, 12314, 12315, 12316, 12317, 12320, 12321, 12322, 12323, 12324, 12325, 12326, 12328, 12329, 12330, 12331, 12332, 12973	12318
Local 1111 IUE-CWA	12841, 12842, 12843, 12846, 12847, 12848, 12849, 12850, 12851, 12852, 12853, 12854, 12855, 12857, 12858, 12859, 12860, 12861, 12862, 12863, 12864, 12865, 12868, 12869, 12870, 12871, 12872, 12873, 12875, 12876, 12877, 12878, 12879, 12973	12867
Local 416 IUE-CWA	12531, 12532, 12533, 12534, 12535, 12537, 12538, 12539, 12540, 12541, 12542, 12545, 12546, 12547, 12548, 12549, 12550, 12551, 12552, 12553, 12554, 12555, 12556, 12557, 12558, 12559, 12560, 12561, 12562, 12563, 12564, 12567, 12568, 12569, 12570	12544

<u>Claimant</u>	<u>Duplicative Claims</u>	<u>Surviving Claims</u>
Local 755 IUE-CWA	12451, 12452, 12453, 12454, 12457, 12458, 12459, 12460, 12461, 12462, 12463, 12464, 12465, 12566, 12468, 12469, 12470, 12471, 12472, 12473, 12474, 12475, 12478, 12479, 12480, 12481, 12482, 12483, 12485, 12486, 12487, 12488, 12489, 12490, 13274	12476
Local 698 IUE-CWA	12974, 12975, 12976, 12977, 12980, 12981, 12982, 12983, 12984, 12985, 12986, 12987, 12988, 12989, 12991, 12992, 12993, 12994, 12995, 12996, 13275, 13276, 13277, 13280, 13282, 13284, 13285, 13287, 13288, 13289, 13290, 13291	13278
IAMAW District 10 and Lodge 78	10431, 10432, 10433, 13839, 13840, 13841, 13842, 13843, 13844, 13845, 13846, 13847, 13848, 13849, 13850, 13851, 13852, 13853, 13854, 13855, 13856, 13857, 13858, 13859, 13860, 13861, 13862, 14328, 14329, 14330, 14331, 14332, 14333, 14335, 14336, 14337, 14339, 14340, 14341, 14342, 14343, 14344, 14974	13863

<u>Claimant</u>	<u>Duplicative Claims</u>	<u>Surviving Claims</u>
IBEW Local 663	10435, 10436, 10437, 13864, 13865, 13866, 13867, 13868, 13869, 13870, 13871, 13872, 13873, 13874, 13876, 13877, 13878, 13879, 14285, 14286, 14287, 14288, 14289, 14290, 14291, 14292, 14293, 14294, 14310, 14345, 14346, 14348, 14349, 14351, 14352, 14353, 14354, 14355, 14356, 14357, 14358, 14359, 14360	13875
IUOE Local 101S	13660, 13661, 13662, 13664, 13683, 13684, 13685, 13705, 13706, 13707, 13721, 13722, 13723, 13724, 13725, 13726, 13727, 13728, 13729, 13731, 13732, 13733, 13736, 13737, 13738, 13739, 13745, 13746, 13747, 13755, 13756, 13757, 13765, 1418S, 14984, 14986, 14987, 14988, 14989, 14990	13663
IUOE Local 18S	13651, 13652, 13653, 13654, 13656, 13657, 13665, 13690, 13704, 13735, 13741, 13742, 13744, 13748, 13749, 13750, 13751, 13753, 13754, 13758, 13759, 13760, 13761, 13762, 13763, 13764, 13766, 14033, 14055, 14108, 15021, 15022, 15023, 15069, 15079, 15080, 15081, 15082, 15083, 15084	13734

<u>Claimant</u>	<u>Duplicative Claims</u>	<u>Surviving Claims</u>
IUOE Local 832S	13666,13667, 13668, 13669, 13670, 13671, 13672,13673, 13674, 13675, 13676, 13677, 13678, 13679, 13680, 13681, 13682, 13686, 13687, 13688, 13689, 13691, 13692, 13693, 13694, 13695, 13696, 13697, 13698, 13700, 13701, 13702, 13703, 15070, 15072, 15073, 15074, 15076, 15077, 15078	15075

WHEREAS, on January 4, 2007, the Claimants submitted their response, as identified by the corresponding docket number with respect to each Claimant, to the Fourth Omnibus Objection:

<u>Claimant</u>	<u>Response</u>
IUE-CWA Retirees	Docket No. 6424
IUE-CWA Joint Activities Center	Docket No. 6426
Local 711 IUE-CWA	Docket No. 6427
Local 717 IUE-CWA	Docket No. 6429
Local 718 IUE-CWA	Docket No. 6430
Local 801 IUE-CWA	Docket No. 6433
Local 1111 IUE-CWA	Docket No. 6434
Local 416 IUE-CWA	Docket No. 6435
Local 755 IUE-CWA	Docket No. 6431
Local 698 IUE-CWA	Docket No. 6428
IAMAW District 10 and Lodge 78	Docket No. 6454
IBEW Local 663	Docket No. 6454
IUOE Local 101S	Docket No. 6454
IUOE Local 18S	Docket No. 6454
IUOE Local 832S	Docket No. 6454

WHEREAS, on or about January 10, 2007, the Debtors filed the Debtors' Omnibus Reply In Support Of Debtors' Fourth Omnibus Objection Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain Duplicate And Amended Claims (Docket No. 6537) where the Debtors stated that pursuant to an agreement between the Debtors and the Claimants, the hearing on the Claimants' claims would be adjourned to February 14, 2007;

WHEREAS, on January 18, 2007, this Court entered the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 Disallowing And Expunging Duplicate And Amended Claims Identified In Fourth Omnibus Claims Objection (Docket No. 6683), adjourning the hearing on the Claimants' claims to February 14, 2007;

WHEREAS, the Debtors and the Claimants have agreed to resolve the Debtors' objection to the Claimants' claims through the entry of this Stipulation and Agreed Order.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. For administrative convenience only, and without prejudice to its rights against the Other Debtor Entities², each Claimant agrees that the Duplicative Claims should be and are hereby expunged.
2. Entry of this order is without prejudice to the Debtors' right to object to any other claims in these chapter 11 cases, or to further object to claims that are the subject of the Fourth Omnibus Objection, on any grounds whatsoever; provided, however, that solely to the extent that (a) Claimants filed Duplicative Claims against different Debtors for the same asserted obligation (the "Multiple Debtor Duplicative Claims") and (b) certain of such Claimants' Multiple Debtor Duplicative Claims are being disallowed and expunged hereby, the Debtors

² For purposes of this Stipulation and Agreed Order, the entities for which the Multiple Debtor Duplicative Claims (as defined below) are asserted against are referred to herein as the "Other Debtor Entities."

shall not seek to have the Claimants' remaining Multiple Debtor Duplicative Claims (the "Surviving Claim") disallowed and expunged solely on the basis that such Surviving Claims are asserted against the incorrect Debtor, provided that one of the Multiple Debtor Duplicative Claims was originally filed against the correct Debtor. For the avoidance of doubt, except as expressly provided in the preceding sentence, the Surviving Claims shall remain subject to further objection on any grounds whatsoever, including, without limitation, that any such Surviving Claims are asserted against the incorrect Debtor if the Claimants did not file a Multiple Debtor Duplicative Claim against the correct Debtor. Nothing contained herein shall restrict the Debtors from objecting to any Surviving Claims or any holders of Surviving Claims from seeking relief from this Court for the purposes of requesting that this Court modify the Debtor or Debtors against which such Surviving Claims are asserted.

3. With respect to any asserted obligation contained in the Surviving Claim of a Claimant, entry of this order is without prejudice to such Claimant's right to reassert the relevant Multiple Debtor Duplicative Claim or Claims against such other Debtor or Debtors and such reasserted claims shall relate back to the original date of filing. In the event a Claimant wishes to reassert a Multiple Debtor Duplicative Claim or Claim against such other Debtor or Debtors, such claimant must file such reasserted claim with the Bankruptcy Court and serve such reasserted claim on counsel for the Debtors and the claims agent in these chapter 11 cases. A Claimant's right to reassert the relevant Multiple Debtor Duplicative Claim or Claims against such other Debtor or Debtors is subject to the Debtors' or other parties-in-interest's continuing right to object to such claim on any and all other grounds and such claimant's right to respond and defend its claims.

4. In the event a Claimant wishes to amend its claim to assert additional or different obligations against Delphi or any of the Other Debtor Entities, such Claimant need only

amend the Surviving Claim (by filing such amendment with this Court and serving such amendment on counsel for the Debtors and on the claims agent in these chapter 11 cases) and such Claimant need not file new or amended proofs of claim against the Other Debtor Entities. Any amendment of the Surviving Claim shall be considered as having been asserted against all Other Debtor Entities as of the date of the amendment. The Debtors' rights to object to any such purported amendment on any basis, including, but not limited to, that such purported amendment constitutes an untimely assertion of a new claim, are expressly preserved.

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5. This court shall retain jurisdiction to hear and determine all matters arising
from the implementation of this Stipulation and Agreed Order.

Dated: New York, New York
February 26, 2007

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

/s/ John K. Lyons

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IUE-CWA, Local 718 IUE-CWA, Local 801 IUE-
CWA, Local 1111 IUE-CWA, Local 416 IUE-
CWA, Local 755 IUE-CWA, and Local 698 IUE-
CWA

/s/ Marianne Goldstein Robbins

PREVIAINT, GOLDBERG, UELMEN,
GRATZ, MILLER & BRUEGGEMAN, S.C.
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EXHIBIT F

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International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:
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Chapter 11	:
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DELPHI CORPORATION, et al.,	:
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Case No. 05-44481 (RDD)	:
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Debtors.	:
	:
(Jointly Administered)	:
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----- X	

JOINT STIPULATION COMPROMISING AND
ALLOWING PROOF OF CLAIM 2258
(INPLAY TECHNOLOGIES, INC.)

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and InPlay Technologies, Inc. ("InPlay") respectfully submit this Joint Stipulation Compromising And Allowing Proof Of Claim Number 2558 (this "Stipulation") and agree and state as follows:

WHEREAS on October 8, 2005, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York.

WHEREAS InPlay filed proof of claim number 2558 against Delphi on April 4, 2006, which asserts an unsecured non-priority claim in the amount of \$9 million (the "Claim").

WHEREAS the Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

WHEREAS on February 20, 2007 in order to resolve the Third Omnibus Claims Objection with respect to the Claim, Delphi Automotive Systems LLC ("DAS LLC") and InPlay entered into a settlement agreement (the "Settlement Agreement").

WHEREAS pursuant to the Settlement Agreement DAS LLC acknowledges and agrees that the Claim shall be allowed against DAS LLC in the amount of \$7.5 million.

WHEREAS DAS LLC is authorized to enter into this Settlement Agreement pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, and 503 and Fed. R. Bankr. P. 9019(b) Authorizing Debtors to Compromise or Settle Certain Classes of Controversy and Allow

Claims Without Further Court Approval (Docket No. 4414) entered by the this Court on June 29, 2006.

THEREFORE, DAS LLC and InPlay stipulate and agree as follows:

1. The Claim shall be allowed in the amount of \$7.5 million and shall be treated as an allowed general unsecured non-priority claim.
2. InPlay waives any and all rights to assert any claim against any of the Debtors on any basis whatsoever, for any amount greater than \$7.5 million.
3. InPlay waives any right it has to assert the Claim should be classified as anything other than a general unsecured non-priority claim.

So Ordered in New York, New York, this 26th day of February, 2007

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND
APPROVED FOR ENTRY:

/s/ John K. Lyons

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/s/ Heath D. Rosenblat

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Heath D. Rosenblat
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- and -

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Debtors and Debtors-in-Possession

EXHIBIT G

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International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
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Debtors.	:	(Jointly Administered)
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JOINT STIPULATION AND AGREED ORDER COMPROMISING AND ALLOWING
PROOF OF CLAIM NUMBER 8324
(ERICKA PARKER)

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and Ericka Parker ("Parker"), duly appointed and acting chapter 7 trustee for Toledo Professional Temps, Inc. (f/k/a Flex-Tech Professional Services, Inc.), respectfully submit this Joint Stipulation And Agreed Order Compromising And Allowing Proof Of Claim Number 8324 (Ericka Parker) (this "Stipulation") and agree and state as follows:

WHEREAS on October 8, 2005, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York.

WHEREAS Parker filed proof of claim number 8324 against Delphi Automotive Systems LLC ("DAS LLC") on June 21, 2006, which asserts an unsecured non-priority claim (the "Claim").

WHEREAS the Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

WHEREAS on February 6, 2007 in order to resolve the Third Omnibus Claims Objection respect to the Claim, DAS LLC and Parker entered into a settlement agreement (the "Settlement Agreement").

WHEREAS pursuant to the Settlement Agreement DAS LLC acknowledge and

agree that the Claim shall be allowed against DAS LLC in the amount of \$50,000.00.

WHEREAS DAS LLC is authorized to enter into this Settlement Agreement pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, and 503 and Fed. R. Bankr. P. 9019(b) Authorizing Debtors to Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 4414) entered by the this Court on June 29, 2006.

THEREFORE, DAS LLC and Parker stipulate and agree as follows:

1. The Claim shall be treated as an allowed general unsecured non-priority claim.
2. Parker waives any and all rights to assert any claim against any of the Debtors on any basis whatsoever, for any amount greater than \$50,000.00.
3. Parker waives any right it has to assert the Claim should be classified as anything other than a general unsecured non-priority claim.

So Ordered in New York, New York, this 1st day of March, 2007

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND
APPROVED FOR ENTRY:

/s/ John K. Lyons

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/s/ Patricia B. Fugee

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- and -

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT H

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Debtors and Debtors-in-Possession

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
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DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
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Debtors.	:	(Jointly Administered)
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JOINT STIPULATION COMPROMISING AND ALLOWING
PROOF OF CLAIM NUMBER 16322
(LONGACRE MASTER FUND, LTD. / INOVISE MEDICAL, INC.)

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), and Longacre Master Fund, Ltd. ("Longacre"), as the beneficial owner of the claims of Inovise Medical, Inc. ("Inovise") respectfully submit this Joint Stipulation Compromising and Allowing Proof Of Claim Number 16322 (this "Stipulation") and agree and state as follows:

WHEREAS on October 8, 2005, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York.

WHEREAS Inovise filed proof of claim number 16322 against Delphi Automotive Systems LLC ("DAS LLC") on September 18, 2006, which asserts an unsecured non-priority claim (the "Claim").

WHEREAS the Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

WHEREAS on February 27, 2007 in order to resolve the Third Omnibus Claims Objection with respect to the Claim, DAS LLC and Longacre entered into a settlement agreement (the "Settlement Agreement").

WHEREAS pursuant to the Settlement Agreement the Debtors acknowledge and agree that the Claim shall be allowed against DAS LLC in the amount of \$250,000.00.

WHEREAS DAS LLC is authorized to enter into this Settlement Agreement

pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, and 503 and Fed. R. Bankr. P. 9019(b) Authorizing Debtors to Compromise or Settle Certain Classes of Controversy and Allow Claims Without Further Court Approval (Docket No. 4414) entered by the this Court on June 29, 2006.

THEREFORE, DAS LLC and Longacre stipulate and agree as follows:

1. The Claim shall be allowed in the amount of \$250,000.00 and shall be treated as an allowed pre-petition general unsecured non-priority claim against DAS LLC.
2. The Debtors waive any right to object to or seek offset against Longacre's allowed general unsecured non-priority claim with respect to the Claim.

So Ordered in New York, New York, this 1st day of March, 2007

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

AGREED TO AND
APPROVED FOR ENTRY:

/s/ John K. Lyons

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Ron E. Meisler
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT I

Hearing Date and Time: June 21, 2007 at 10:00 a.m.
Objection Deadline: June 14, 2007 at 4:00 p.m.

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Douglas P. Bartner (DB-2301)
Jill Frizzley (JF-8174)

Special Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
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DELPHI CORPORATION, <u>et al.</u>,	:	Case No. 05 – 44481 (RDD)
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Debtors.	:	(Jointly Administered)
	:	
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**NOTICE OF FOURTH APPLICATION OF SHEARMAN & STERLING LLP,
AS SPECIAL COUNSEL TO THE DEBTORS, FOR ALLOWANCE OF INTERIM
COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND
FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES
INCURRED FROM OCTOBER 1, 2006 THROUGH JANUARY 31, 2007**

PLEASE TAKE NOTICE that the **Fourth Application Of Shearman & Sterling LLP, As Special Counsel To The Debtors, For Allowance Of Interim Compensation For Professional Services Rendered And Reimbursement Of Actual And Necessary Expenses Incurred From October 1, 2006 Through January 31, 2007** (the "Application") was filed with the United States Bankruptcy Court for the Southern District of New York on March 2, 2007. The Application seeks approval of reasonable compensation for professional legal services rendered and expenses related thereto incurred by Shearman &

Sterling LLP, special counsel to Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for the period commencing October 1, 2006 through and including January 31, 2007 (the "Compensation Period"), in the amount of \$383,155.15, (which is comprised of (i) \$363,217.65 for fees and (ii) \$19,937.50 for expenses).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the entry of an Order granting the Application (a) must be in writing, (b) must conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Order Under 11 U.S.C. §§ 102(l) And 105 And Fed. R. Bank. P. 2002(m), 9006, 9007, And 9014 Establishing (I) Omnibus Hearing Dates, (II) Certain Notice, Case Management, And Administrative Procedures, And (III) Scheduling An Initial Case Conference In Accordance With Local Bankr. R. 1007-2(e) (Docket No. 245) (the "Case Management Order"), (c) must state with particularity the legal and factual bases for the objection, (d) must be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (e) must be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (f) must be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., Esq.), (iii) counsel for the agent under the Debtors prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Marissa Wesley, Esq.), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican, Esq.), (v) counsel

for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg, Esq.), (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), and (vii) special counsel for Debtors, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, Attn: Douglas P. Bartner, Esq., in each case **so as to be received on or before June 14, 2007 at 4:00 p.m., prevailing Eastern Time** (the "Objection Deadline").

**PLEASE TAKE FURTHER NOTICE THAT A HEARING ON FINAL
APPROVAL OF THE APPLICATION WILL BE HELD ON June 21, 2007 AT 10:00 A.M.**

A copy of the Application can be obtained either by (a) accessing the document on the Bankruptcy Court's website at the above-mentioned address, or (b) contacting Marian D. Luketić of Shearman & Sterling LLP at (212) 848-4263.

Dated: New York, New York
March 2, 2007

By: /s/ Douglas P. Bartner
Douglas P. Bartner (DB-2301)
Jill Frizzley (JF-8174)

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Special Counsel to the Debtors and
Debtors in Possession

EXHIBIT J

Hearing Date And Time: March 22, 2007 at 10:00 a.m.
Objection Deadline: March 15, 2007 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
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Delphi Legal Information Website:
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
	:	(Jointly Administered)
Debtors.	:	
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MOTION FOR ORDER UNDER 11 U.S.C. §§ 363(b), 365(a), AND 365(d) AND FED. R.
BANKR. P. 6004 AND 6006 AUTHORIZING DEBTORS TO (A) ENTER INTO AND
ASSIGN PURCHASE AGREEMENT, (B) ENTER INTO LEASE AGREEMENT, AND
(C) REJECT CERTAIN UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY

("LEASE TRANSACTION MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this motion (the "Motion") for an order under 11 U.S.C. §§ 363(b), 365(a), and 365(d) and Fed. R. Bankr. P. 6004 and 6006 authorizing, but not directing, Delphi Automotive Systems LLC ("DAS LLC") to (a) enter into and assign a purchase agreement, (b) enter into a lease agreement and other necessary agreements to effectuate a lease transaction (the "Lease Transaction"), and (c) reject two leases of nonresidential real property, all under the terms set forth more fully below, and respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtors' chapter 11 cases.

2. No trustee or examiner has been appointed in the Debtors' cases. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors. On April 28, 2006, the U.S. Trustee appointed an official committee of equity holders.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are sections 363(b), 365(a), and 365(d) of the Bankruptcy Code and rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") as of December 31, 2006 had global net sales of approximately \$26.4 billion and global assets of approximately \$15.4 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of General Motors Corporation ("GM"). Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.4 billion on net sales of \$26.9 billion. Moreover, in 2006, the Debtors incurred a net loss of \$5.5 billion, \$3.0 billion of which were charges related to the U.S. employee special attrition programs.

9. The Debtors believe that the Company's financial performance has deteriorated because of (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined five key tenets of its transformation plan. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint.³ Finally, the Debtors must devise a workable solution to their current pension situation.

12. On December 18, 2006, the Debtors marked another milestone in their chapter 11 cases with the announcement of two significant agreements. The first of these was an equity purchase and commitment agreement (the "Equity Purchase and Commitment

³ As part of this effort, effective July 1, 2006, the Company realigned its business operations to focus its product portfolio on core technologies for which the Company believes it has significant competitive and technological advantages. The Company's revised operating structure consists of its four core business segments: Electronics and Safety, Thermal Systems, Powertrain Systems, and Electrical/Electronic Architecture. The Company also has two additional segments, Steering and Automotive Holdings Group, which will be transitioned as part of the Company's transformation plan.

Agreement") with affiliates of Appaloosa Management L.P., Cerberus Capital Management, L.P., and Harbinger Capital Partners Master Fund I, Ltd., as well as Merrill Lynch & Co. and UBS Securities LLC (collectively, the "Plan Investors"). Under the Equity Purchase and Commitment Agreement, the Plan Investors have agreed to invest up to \$3.4 billion in preferred and common equity in the reorganized Delphi to support the Debtors' transformation plan. (The Equity Purchase and Commitment Agreement is subject to the completion of due diligence, satisfaction or waiver of numerous other conditions (including Delphi's achievement of consensual agreements with its principal U.S. labor unions and GM), and the non-exercise by either Delphi or the Plan Investors of certain termination rights.) The second agreement was a plan framework support agreement (the "Plan Framework Support Agreement") with the Plan Investors and GM. The Plan Framework Support Agreement outlines certain proposed terms of the Debtors' anticipated plan of reorganization, including the distributions to be made to creditors and shareholders, the treatment of GM's claims, the resolution of certain pension funding issues, and the corporate governance of the reorganized Debtors. The terms of the Plan Framework Support Agreement are expressly conditioned on the Debtors' reaching consensual agreements with their U.S. labor unions and GM.

13. On January 12, 2007, this Court authorized the Debtors to execute, deliver, and implement the Equity Purchase and Commitment Agreement and the Plan Framework Support Agreement (Docket No. 6589). Although much remains to be accomplished in the Debtors' reorganization cases, the Debtors and their stakeholders are together navigating a course that should lead to a consensual resolution with their U.S. labor unions and GM while providing an acceptable financial recovery framework for the Debtors' stakeholders.

14. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

15. By this Motion, the Debtors seek entry of an order under sections 363(b), 365(a), and 365(d) of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006 authorizing, but not directing, DAS LLC to (a) enter into agreements necessary to effectuate the Lease Transaction and (b) reject two leases of nonresidential real property, all under the terms set forth more fully below. To effectuate the Lease Transaction, by this Motion the Debtors seek authority to enter into and assign a purchase and sale agreement (the "Purchase Agreement"), a lease (the "Lease"), an assignment agreement with respect to the Purchase Agreement (the "Assignment Agreement"), a sublease (the "Sublease"), and an escrow agreement (the "Escrow Agreement").⁴

Basis For Relief

16. The Debtors are in the process of implementing their transformation plan. As part of the plan, the Debtors are streamlining their operations to capitalize on their world-class technology and market strengths. Consistent with this plan, the Debtors have determined that it would be strategically advantageous to consolidate multiple office and technical sites in Michigan and Illinois into one new location in Michigan. The goals behind this consolidation

⁴ Forms of the Purchase Agreement, Lease, Assignment Agreement, Sublease, and Escrow Agreement are attached hereto as Exhibits A, B, C, D, and E, respectively.

are to reduce operating costs and create a single technical center in close proximity to the Debtors' major customers, thus promoting the Debtors' image of technical capability. The Debtors further believe that such a consolidated facility will stimulate discussion and dialogue among diverse groups and teams at Delphi, and that this dialogue will spark new innovation that will enable the Debtors to gain an edge on competitors in the industry. To that end, in the latter part of 2006 the Debtors began searching for an appropriate facility that would allow the Debtors to meet this objective.

17. In October 2006, the Debtors located a site in Auburn Hills, Michigan (the "Property") that would satisfy their needs. The Property comprises approximately 347,000 square feet of office space and 90,000 square feet of lab space situated on approximately 35 acres. Moreover, the Property will allow the Debtors to locate a single state-of-the-art technical center closer to their major customers such as General Motors, Ford, DaimlerChrysler, and Hyundai.

A. The Terms Of The Purchase And The Lease

18. Having located the Property that would meet their needs, the Debtors proceeded simultaneously to negotiate a multiparty transaction pursuant to which the Property would be acquired by a third-party investor and leased to DAS LLC. Accordingly, DAS LLC negotiated with the Property's current owner, Valeo Electrical Systems, Inc. ("Valeo"), to acquire the Property, subject to this Court's approval, among other things, for the sum of \$33 million (the "Purchase Price").

19. To test the market for investment in the Lease Transaction, over a period of several months, the Debtors solicited offers from numerous parties requesting proposals to purchase the Property and lease it to DAS LLC on an initial lease term of ten years. The Debtors

then analyzed those offers based on a number of factors, including total rent per square foot, total rent over the lease term, costs under the lease, effective base rent upon execution and in year ten of the lease, and applicable broker fees. After reviewing more than ten offers, the Debtors determined that the best offer was presented by the Metcalf Family Trust ("Metcalf").

20. The agreements that make up the Lease Transaction include the Purchase Agreement, the Lease, the Assignment Agreement, the Sublease, and the Escrow Agreement. To effectuate the transaction, prior to filing this Motion DAS LLC executed the Purchase Agreement and immediately assigned the Purchase Agreement to Metcalf under the Assignment Agreement. If Metcalf closes the transactions contemplated by the Purchase Agreement and attains possession of the Property, the Lease from Metcalf to DAS LLC will commence. For a period of approximately five months following closing, Valeo will in turn sublease a portion of the Property from DAS LLC while Valeo prepares to leave the building. As security for payment of the rent due under the Sublease, which could total \$780,250, Valeo will deposit \$880,250 into escrow under the terms of the Escrow Agreement. The Sublease rent payments will then be periodically disbursed from the escrow account.

21. The salient terms of the Purchase Agreement are as follows:⁵

- (a) Property. Approximately 437,800 square feet of office and laboratory space located at 3000 University Drive, Auburn Hills, Michigan.
- (b) Purchase Price. \$33 million.
- (c) Due Diligence Period. DAS LLC and Metcalf will have until April 6, 2007 to complete their due diligence of the Property and title (the "Due Diligence Period"). Prior to the expiration of the Due Diligence Period, and following Court approval, Metcalf is required to give written notice of its approval (the "Approval

⁵ To the extent this summary differs from the Purchase Agreement in any way, the provisions of the Purchase Agreement control.

Notice") of the Property to Valeo. Under the terms of the Purchase Agreement and the Assignment Agreement, submission of the Approval Notice will be at Delphi's sole direction.

- (d) Deposit. As the purchaser, within three business days of execution of the Purchase Agreement, Metcalf will deposit \$825,000 with a title company (the "Initial Deposit"). Once Metcalf gives the Approval Notice, Metcalf will deposit an additional \$825,000 with a title company (collectively with the "Initial Deposit," the "Deposit"). Once the Approval Notice is sent to Valeo, the Deposit will be non-refundable.
- (e) Condition To Closing. The effectiveness of the Purchase Agreement is expressly conditioned upon Court approval. Absent such relief, the Purchase Agreement will be null, void, and of no effect whatsoever and the Deposit will be refunded by Valeo.
- (f) Closing Date. April 30, 2007.

22. The Assignment Agreement provides that Metcalf must accept the Property in its current condition and further provides that Metcalf affirms its acceptance of the terms of the Purchase Agreement. The Assignment Agreement also provides that, if the Lease Transaction is terminated through DAS LLC's direction and through no fault of Metcalf, DAS LLC will compensate Metcalf for its actual and reasonable expenses, with such expenses not to exceed \$50,000.⁶ Finally, Metcalf must also assign to DAS LLC its interest, if any, in any rents collected under the Sublease between DAS LLC and Valeo, as described below.

23. The Lease provides for an initial term of ten years, with two optional additional terms of five years each. The monthly base rental for the initial ten-year term is \$268,125.00, or \$7.35 per square foot, per annum. After performing an extensive market analysis, DAS LLC believes that this rental rate is within market rates for similar property in similar locations. Under the terms of the Lease, DAS LLC will also be responsible for all

⁶ For example, if DAS LLC determines to terminate the Lease Transaction based on its due diligence, then Metcalf would be entitled to its actual and reasonable expenses under the Assignment Agreement.

operating expenses and real estate taxes. Accordingly, the effective cost per square foot, including base rent and operating costs, is approximately \$19.98 for the first year.

24. Under the Sublease, Valeo will sublet a portion of the Property from DAS LLC while Valeo transitions out of the Property. For the first 120 days following the effective date of the Lease, Valeo will sublet 141,800 square feet from DAS LLC. Prior to the end of the succeeding 30 days, during which Valeo will sublet 57,000 square feet, Valeo will completely depart from the Property and the Sublease will terminate by its terms. The total rent for the Sublease term amounts to \$780,250.00, provided that Valeo does not elect to exit the Property prior to the end of the Sublease. The Sublease will thus enable DAS LLC to earn revenue from a portion of the Property while DAS LLC is itself transitioning certain operations to the Property. As mentioned above, as security for the rent due under the Sublease, and to protect DAS LLC from any potential damages related to Valeo's subtenancy, Valeo will deposit the sum of \$880,250.00 into escrow under the terms of the Escrow Agreement. The Purchase Agreement, Lease, Assignment Agreement, Sublease, and Escrow Agreement were negotiated at arms length and in good faith, and entry into these agreements as part of the Lease Transaction is in the best interests of the Debtors' estates.

B. The Consolidated Facilities

25. The size of the Property would enable the Debtors to consolidate in the near-term six of their leased office and technical centers located in Michigan and Illinois and a portion of one owned site located in Flint, Michigan. The facilities that would be moved to the Property (or other Delphi facilities) and their current lease end dates (if applicable) are as follows:

City	State	Address	Current Lease End Date	Short Description
Brighton	Michigan	12501 East Grand River	June 30, 2008	"Brighton"
Troy	Michigan	1322 Rankin	Apr. 30, 2007	"Rankin"
Troy	Michigan	1441 Long Lake Road	Apr. 30, 2007 ⁷	"Long Lake"
Troy	Michigan	1401 Crooks Road	Mar. 31, 2010	"Crooks Road"
Shelby Township	Michigan	51786 Shelby Parkway	July 31, 2010	"Shelby"
Downers Grove	Illinois	3110 Woodcreek Drive	Aug. 14, 2010	"Downers Grove"
Flint	Michigan	1601 North Averill Avenue	N/A	"Flint Technical Center"

With respect to the Brighton, Rankin, and Long Lake facilities, the Debtors would vacate those facilities and complete the transition of the functions performed in those facilities to the Property by the end of the current lease terms for each of the facilities. With respect to the Crooks Road property, the Debtors would terminate the lease under its terms by exercising a negotiated termination provision in the lease. Upon six months' written notice, the Debtors would be required to pay one year of base rent under the lease. Some of the employees in the Flint Technical Center would move to the Property and the Flint Technical Center would await further disposition. The leases for the Shelby and Downers Grove facilities would be rejected as set forth more fully below.

⁷ On February 27, 2007, the Debtors issued a notice of lease renewal for a nine-month extension or renewal of the Long Lake lease to January 31, 2008 under this Court's Order Under 11 U.S.C. §§ 363, 1107, and 1108 Approving Procedures to Enter Into or Renew Real Property Leases Without Further Court Approval entered on January 6, 2006 (the "Lease Procedures Order") (Docket No. 1777). Under the Lease Procedures Order, this renewal will be final and effective barring objections as of March 13, 2007.

C. Rejection Of Certain Of The Leases

26. As set forth above, to effectuate the Lease Transaction the Debtors will reject their leases for the Shelby facility and the Downers Grove facility.⁸ As the Debtors sell or wind-down their non-core businesses, they will only be using approximately 76 percent of their office capacity at the Shelby facility and 33 percent of their office capacity at the Downers Grove facility. In conjunction with their financial and real estate advisors, the Debtors have also determined that the Shelby Lease and the Downers Grove Lease cannot be profitably assumed and assigned to a third party. With both leases set to expire in 2010, the Debtors need to reject the leases to avoid paying for excess capacity for the remainder of the lease terms.

27. To transition out of these facilities seamlessly, the Debtors expect that they will need until approximately September 30, 2007 to vacate the Shelby facility and transition operations to the Property. Similarly, the Debtors expect that they will need until approximately November 30, 2007 to vacate the Downers Grove facility. Accordingly, the Debtors seek authority to reject the Shelby Lease effective as of September 30, 2007 and to reject the Downers Grove Lease effective as of November 30, 2007. Notwithstanding the Debtors' belief that they will need the allotted time to vacate the Shelby and Downers Grove premises, the Debtors will nonetheless endeavor to vacate the two premises more quickly. To avoid the cost and expense of seeking additional relief from this Court if the Debtors succeed in this effort, the Debtors now also seek authority to reject the Shelby and Downers Grove Leases effective as of August 31, 2007 and October 31, respectively, upon ten days' prior written notice to the respective lessors of those premises.

⁸ The Shelby lease was originally dated May 9, 2000, as amended and assigned, between Shelby Industrial Investors II LLC and Delphi (the "Shelby Lease"). The Downers Grove lease was originally dated January 31, 1991, as amended and assigned, between LaSalle National Bank, as Trustee Under Trust Agreement Dated October 1, 1990, and Known as Trust Number 115987 and Delphi Mechatronic Systems, Inc. (the "Downers Grove Lease").

D. The Benefits Of The Lease Transaction

28. The joinder of the seven facilities outlined above into one facility will enable the Debtors to create a consolidated footprint in Southeast Michigan that is closer to key customers. The consolidation will also enable the Debtors to achieve efficiencies that will reduce headcount by approximately 57 employees in the aggregate in the engineering, information technology, and human resources departments. Having a central and state-of-the-art facility will help attract top talent as the Debtors emerge from bankruptcy. The Debtors also anticipate that a central facility will foster better communications among their employees, which will lead to improved quality and increased innovation. Having one central technology center will thus facilitate the Debtors' efforts to focus on their world-class technology as outlined in the transformation plan.

29. Further, entry into the Lease Transaction will generate net savings of approximately \$123 million over ten years,⁹ with one-time capital spending and expenses of approximately \$41 million over two years. These savings will be largely achieved through elimination of excess capacity at the consolidated facilities. As the Debtors sell or wind-down their non-core operations, many of the consolidated facilities will have underutilized capacity that results in excess costs. Entry into the Lease Transaction will enable the Debtors to minimize and ultimately eliminate these costs while providing the site-specific benefits outlined above.

⁹ This savings figure assumes approximately \$9 million in state and local tax incentives that the Debtors expect to receive in connection with the Lease Transaction.

Applicable Authority

A. The Debtors Have Soundly Exercised Their Business Judgment

30. Bankruptcy Code section 363(b)(1) permits a debtor-in-possession to use property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). Uses of estate property outside the ordinary course of business may be authorized if the debtor demonstrates a sound business justification for it. See In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983) (business judgment rule requires finding that good business reason exists to grant debtor's application under section 363(b)); In re Delaware Hudson Ry. Co., 124 B.R. 169, 179 (Bankr. D. Del. 1991).

31. The Second Circuit has held that, although the Bankruptcy Court sits as an "overseer of the wisdom with which the bankruptcy estate's property is being managed by the . . . debtor-in-possession," it must nevertheless resist becoming "arbiter of disputes between creditors and the estate." In re Orion Pictures Corp., 4 F.3d 1095, 1098-99 (2d Cir. 1993). The Court's consideration of a debtor's section 363(b) motion is a summary proceeding, intended merely as a means to "efficiently review the . . . debtor's decision[s] . . . in the course of the swift administration of the bankruptcy estate. It is not the time or place for prolonged discovery or a lengthy trial with disputed issues." Orion Pictures, 4 F.3d at 1098-99.

32. Once the debtor articulates a valid business justification, a presumption arises that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company." In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). Thereafter, "[p]arties opposing the proposed exercise of a debtor's business judgment have the burden of rebutting the presumption of validity." Id. To satisfy its burden, it is not enough for an objector

simply to raise and argue an objection. Rather, an objector "is required to produce some evidence respecting its objections." Lionel, 722 F.2d at 1071.

33. As a rule, the debtor's business judgment "should be approved by the court unless it is shown to be 'so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, or whim or caprice.'" In re Aerovox, Inc., 269 B.R. 74, 81 (Bankr. D. Del. 2001) (quoting In re Interco, Inc., 128 B.R. 229, 234 (Bankr. E.D. Mo. 1991)).

34. As set forth above, the Debtors have sound business justification for entering into the Lease Transaction at this time. The consolidation of seven facilities into one site would provide efficiencies that will result in net savings of \$123 million over 10 years,¹⁰ against one-time capital spending and expenses of only \$41 million over a two-year period. Having one consolidated state-of-the-art facility in Southeast Michigan will allow the Debtors to improve their image of technical capability, while increasing their proximity to their key customers. Finally, the agreements underlying the Lease Transaction were negotiated at arms length and in good faith.

35. The Debtors have also exercised sound business judgment in deciding to reject the Shelby Lease and the Downers Grove Lease. Under the Debtors' consolidation plan, these facilities carry and will continue to carry excess capacity that creates an unnecessary burden on the Debtors' estates. These two leases cannot be profitably assumed and assigned. Furthermore, this Court has already approved the Debtors' exercise of their business judgment in determining whether to reject leases by approving the lease rejection procedures outlined in its Order Under 11 U.S.C. §§ 365(a) and 554 and Fed. R. Bankr. P. 6006 Approving Procedures For

¹⁰ See Supra n. 9.

Rejecting Unexpired Real Property Leases and Authorizing Debtors to Abandon Certain Furniture, Fixture, and Equipment (the "Lease Rejection Procedures Order"), entered January 6, 2006 (Docket No. 1776). Under the Lease Rejection Procedures Order, upon service of a Rejection Notice (as defined in the Lease Rejection Procedures Order), such a rejection will become effective absent objection after ten calendar days.

1. The Debtors Have Shown Good Cause For Delayed Rejection Effective Dates For The Shelby and Downers Grove Leases

36. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The assumption or rejection of an executory contract or unexpired lease by a debtor is subject to review under the business judgment standard. See Orion Pictures Corp. v. Showtime Network, Inc., 4 F.3d 1095, 1099 (2d Cir. 1993); In re The Penn Traffic Co., 322 B.R. 63, 68 (Bankr. S.D.N.Y. 2005) (stating "[i]t is well established that the decision whether to assume or reject an executory contract under section 365(a) is a matter of business judgment to be exercised in the best interests of the debtor in possession and its creditors").

37. The business judgment standard is satisfied when a debtor determines that rejection will benefit the estate. See In re Child World, Inc., 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992); In re Ionosphere Clubs, Inc., 100 B.R. 670, 673 (Bankr. S.D.N.Y. 1989). In applying this standard, courts show great deference to a debtor's decision to reject an unexpired lease or executory contract. See In re G Survivor Corp., 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

38. The Debtors have satisfied the requirements described above. This Motion constitutes an application to reject the Shelby Lease and the Downers Grove Lease, and the Debtors have shown that such rejection is necessary to allow the Debtors to transition out of these facilities in an orderly manner. On the other hand, the proposed delayed effective dates for

the rejection of these leases will not prejudice the lessors under these two leases, because the lessors are now aware, months in advance, of a specific effective date for rejection. To the extent that the Debtors are able to accelerate the rejection effective dates, the affected lessors are now aware of those accelerated dates as well, and the lessors will receive additional written notice of accelerated rejection, if it is to occur, a full ten days in advance of such accelerated dates. Further, the Debtors will abide by the provisions of the Lease Rejection Procedures Order that provide protection to lessors under rejected leases, including the lessor's ability to dispose of abandoned property and the Debtors' obligation to pay rent until the effective date of the rejection. For these reasons, the Debtors request that the Court approve the rejection of the Shelby Lease with an effective date of September 30, 2007 and the rejection of the Downers Grove Lease with an effective date of November 30, 2007. In the event the Debtors are able to vacate these facilities earlier than anticipated, the Debtors further request the authority to reject the Shelby Lease effective as of August 31, 2007 and the Downers Grove Lease effective as of October 31, 2007, upon ten days' written notice to the respective lessors of those premises. The Debtors propose that the form of such earlier rejection notice be in the form required under the Lease Rejection Procedures Order.

Conclusion

39. The Debtors submit that the approval of the Lease Transaction, including the approval of the Purchase Agreement, the Lease, the Assignment Agreement, the Sublease, the Escrow Agreement, and the rejection of the Shelby Lease and the Downers Grove Lease are in the best interests of the Debtors' estates and will maximize value for all creditors as described above.

Notice Of Motion

40. Notice of this Motion has been provided in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

41. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that the Court enter an order (a) authorizing, but not directing, Delphi to (i) enter into the agreements necessary to effectuate the Lease Transaction, including the Purchase Agreement, the Lease, the Assignment Agreement, the Sublease, and the Escrow Agreement, and (ii) reject the Shelby Lease and the Downers Grove Lease upon the effective dates described herein, and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York
March 2, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit A

PURCHASE AND SALE AGREEMENT

3000 University Drive, Auburn Hills, Michigan

This Purchase and Sale Agreement (this “**Agreement**”) dated as of March 2, 2007 (the “**Effective Date**”), is made by Valeo Electrical Systems, Inc. (“**Seller**”) and Delphi Automotive Systems LLC (“**Buyer**”).

RECITALS

A. Seller is the owner of certain real property consisting of approximately 437,800 square feet of building improvements located at 3000 University Drive, Auburn Hills, Michigan, such building being more particularly described below (the “**Property**”).

B. Seller and Buyer entered into that certain Expression of Interest Letter dated January 12, 2007 (the “**Letter**”) by which Seller and Buyer agreed to negotiate the terms of a purchase and sale agreement for the sale of the Property to Buyer.

C. On October 8, 2005, Delphi Corporation and certain of its U.S. affiliates, including Buyer, filed voluntary petitions for reorganization under Chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), and on October 14, 2005, three additional U.S. subsidiaries of Delphi filed voluntary petitions for reorganization under the Bankruptcy Code (collectively, the “**Debtors**”). The Debtors continue to operate their business as “debtors-in-possession” under the jurisdiction of the Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Court.

D. Buyer desires to purchase the Property, subject to the terms and conditions set forth herein.

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. Sale and Purchase of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

(a) that certain real property consisting of approximately 437,800 square feet of building improvements located at 3000 University Drive, Auburn Hills, Michigan (the “**Property**”), more particularly described in Exhibit A attached hereto (the “**Real Property**”);

(b) Seller’s right, title and interest in any rights, privileges and easements appurtenant to the Real Property, including, without limitation, minerals, oil, gas and other hydrocarbon substances on and under the Real Property, development rights, air rights, water, water rights, riparian rights and water stock relating to the Real Property and rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Real Property (collectively, the “**Appurtenances**”);

(c) Seller's right, title and interest in the improvements and fixtures located on the Real Property, including, without limitation, all affixed equipment used in connection with the operation of the Real Property, and all on-site parking (collectively, the "**Improvements**"); and

(d) Seller's right, title and interest, the personal property located in such building and described in Exhibit B attached hereto (the "**Personal Property**").

All of the items referred to in subparagraphs (a), (b), (c) and (d) above are collectively referred to as the "**Property**"; provided, however, that the Property shall not include Seller's signs upon the Real Property or the personal property listed on Exhibit B-1, attached hereto.

2. Purchase Price.

(a) The purchase price for the Property is Thirty Three Million Dollars (\$33,000,000.00) (the "**Purchase Price**") and shall be paid as follows:

(i) Within three (3) business days after execution of this Agreement by all parties hereto, Buyer will deposit with Lawyers Title Insurance Corporation (the "**Title Company**"), Eight Hundred Twenty Five Thousand Dollars (\$825,000.00) which will be refundable to Buyer only if (a) Buyer does not timely approve in writing the Property (as defined below under "Due Diligence Period"), (b) any express condition of Seller's obligations under this Agreement failing to timely occur, (c) Seller defaults under this Agreement, or (d) the Bankruptcy Court does not approve the sale by April 6, 2007. All interest earned on the Deposit shall become part of the Deposit.

(ii) If prior to the end of the Due Diligence Period, Buyer gives written notice to Seller of its approval of the Property, Buyer will deposit an additional Eight Hundred Twenty Five Thousand Dollars (\$825,000.00) into Escrow with Title Company. Thereafter, the Initial Deposit, the Additional Deposit and interest thereon (collectively the "**Deposit**") will be non-refundable to Buyer except in the case of (a) a default by Seller under this Agreement, (b) any express condition of Seller's obligations under this Agreement failing to timely occur, or (c) the Bankruptcy Court does not approve the sale by April 6, 2007.

(iii) The Title Company shall invest the Deposit in investments selected by Buyer and reasonably approved by Seller, which may include, without limitation, any certificates of deposit, savings or other accounts of any federally insured savings and loan association or bank, provided that no investment may have a maturity date later than the Closing or involve the risk of loss of principal. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited against the Purchase Price.

The balance of the Purchase Price, i.e., the Purchase Price, less the Deposit shall be paid to Seller through escrow in immediately available funds at the closing of the purchase and sale

contemplated hereunder (the “**Closing**”). The Closing shall be deemed to occur upon the delivery and recording of the Deed (as defined in Section 3(a) below).

(b) (i) Upon receipt of each of the Initial Deposit and the Additional Deposit, Title Company shall execute the Receipt of Escrow Agent in the form of Exhibit C hereto and deliver a copy thereof to each of Seller and Buyer. The Deposit is to be held in escrow by Title Company until completion of the transaction described herein or as otherwise set forth herein. Upon Title Company’s receipt of each portion of the Deposit, Title Company shall promptly notify Seller in writing thereof.

(ii) (A) By executing this Agreement, Title Company shall be deemed to have accepted the terms of this Agreement and agreed to receive, hold and disburse the Deposit as herein provided.

(B) Title Company shall not be liable for any action taken or omitted by it in good faith and believed by Title Company to be authorized or within the rights or powers conferred upon it by this Agreement, except for damages caused by gross negligence or willful misconduct of the Escrow Agent.

(C) In the event that a dispute shall arise in connection with the Deposit, or as to the rights of any of the parties in and to, or the disposition of, the Deposit, Title Company shall have the right to (1) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise, or (2) deposit the Deposit in an appropriate court of law, following which Title Company shall thereby and thereafter be relieved from any liability or obligation under this Section 2(b), or (3) institute an action in interpleader or other similar action permitted by stakeholders in the State of Michigan or (4) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to the Deposit.

(D) Title Company shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the Deposit is maintained.

3. Transfer of Title to the Property.

(a) At the Closing, Seller shall convey to Buyer title to the Real Property, the Appurtenances and the Improvements, by duly executed and acknowledged limited warranty or covenant deed in the form attached hereto as Exhibit D (the “**Deed**”). At the Closing, Seller shall convey title to the Property, subject to no liens, encumbrances, claims, demands, security interests, options, purchase agreements, mortgages, pledges, leases, conditional sales or other title retention agreements, exceptions, or restrictions of any kind or nature whatsoever (collective, “**Encumbrances**”) other than the Permitted Encumbrances, as hereinafter defined. “Permitted Encumbrances” means any Encumbrances identified on the Title Commitment attached hereto as Exhibit E (the “Title Commitment”) and shown on the Survey, and matters which arise subsequent to the date of the Title Commitment that are disclosed in writing to Buyer are not objected to by Buyer at least five (5) business days prior to the expiration of the Due

Diligence Period (in each case meeting all of the requirements of this Agreement applicable thereto). Evidence of delivery of title shall be the issuance by Title Company to Buyer of an ALTA owners title insurance policy for the Purchase Price on Title Company's current form insuring fee ownership of the Real Property in Buyer subject to the Permitted Exceptions and such exceptions as are approved or waived by Buyer pursuant to Section 4(c) herein, with the standard exceptions deleted and including the following endorsements: zoning, access, survey, flood plain certification and comprehensive (ALTA 9.2) (collectively, the "**Title Policy**").

(b) At the Closing, Seller will execute a bill of sale in the form attached hereto as Exhibit F (the "**Bill of Sale**").

4. Due Diligence Period.

(a) Due Diligence Period. Buyer shall have until 5:00 p.m. (Eastern Time) on April 6, 2007 (the "**Due Diligence Period**") to conduct its due diligence review with respect to the Property.

(b) Due Diligence Deliveries. Seller has delivered to Buyer copies of the following documents to the extent in Seller's possession ("**Due Diligence Documents**"):

(i) An ALTA survey of the Property (the "**Survey**"),

(ii) Environmental, engineering, soils and other physical reports pertaining to the Real Property and Improvements, if any.

(iii) Any other agreements; contracts, documents; correspondence; tests; surveys; maps and any conditions to such maps; plans or other materials; right of way and easement agreements; bonds; permits; and entitlements.

(c) Title Matters; Buyer's Objections; Seller's Right to Cure. Seller has delivered to Buyer the Title Commitment and the Survey. At least five (5) business days prior to the expiration of the Due Diligence Period, Buyer shall notify Seller in writing of any title matters which have arisen subsequent to the date of the Title Commitment that have been disclosed in writing to Buyer and to which Buyer objects (the "Title Exceptions"). If Buyer does not provide any such notification, Buyer shall be deemed to have approved all Title Exceptions. If Buyer timely provides notice of objections, Seller then shall have three (3) business days in which to notify Buyer whether Seller will remove any such Title Exceptions to which Buyer has objected. If Seller does not agree to remove such Title Exceptions to Buyer's satisfaction, Buyer shall have the option during the Due Diligence Period to waive such Title Exceptions to which Buyer has objected and proceed to Closing, or to terminate this Agreement on or before the end of the Due Diligence Period.

(d) Buyer's Inspections. After the date of this Agreement, Buyer and its authorized agents, consultants and contractors may enter upon the Property during reasonable business hours to make and perform evaluations, inspections and investigations of the condition of the Property upon reasonable notice to Seller. Notwithstanding the foregoing, any environmental investigation shall be conducted only by an environmental consulting or engineering firm

approved by Seller in writing, which approval shall not be unreasonably withheld. Buyer and its authorized agents, consultants and contractors shall provide evidence of commercial general liability insurance in amounts not less than Two Million Dollars (\$2,000,000) per occurrence and shall name Seller as an additional insured. In addition, any such environmental consultant or engineering firm shall provide evidence of environmental liability insurance and errors and omissions coverage in amounts not less than Two Million Dollars (\$2,000,000) per occurrence and shall name Seller as an additional insured. To the extent Buyer desires to conduct any invasive tests of the Property, Buyer shall do so only after providing to Seller written notice detailing the scope of work and describing the tests, procedures and proposed sampling locations and only upon receipt of Seller's consent thereto. Buyer shall pay the costs of all inspections and shall repair any damage to the Property caused thereby. Buyer shall indemnify, defend, protect and hold Seller harmless from any claims, liabilities, damages or expenses, including without limitation, reasonable attorneys' fees and costs, arising from or in connection with any and all construction liens and any and all damage to property or persons arising out of the inspections, other than any damages due to Seller's negligence or misconduct, which obligations of Buyer shall survive the termination of this Agreement, any provision of this Agreement to the contrary notwithstanding. The provisions of this Section 4(d) shall only apply to any inspections by Buyer conducted after the date of this Agreement. Any inspections by Buyer pursuant to this Section 4(d) shall be conducted in such a manner as to minimize inconvenience caused to Seller and interference with Seller's business operations in the Real Property.

(e) Bankruptcy Court Approval. In order for Buyer to consummate the transactions contemplated by this Agreement, Buyer must first obtain approval of such transactions and this Agreement as well as the contemplated assignment of this Agreement to the Metcalf Family Living Trust, or its affiliate ("Metcalf"), the Lease between Metcalf, as landlord, and Buyer or its affiliate, as tenant, and the sublease between Buyer, as sublessor, and Seller as sublessee, from the Bankruptcy Court. Buyer shall use commercially reasonable efforts to file a motion with the Bankruptcy Court (the "Motion") in order to obtain a final and non-appealable order of the Bankruptcy Court approving this Agreement (the "Order") and will take all appropriate actions in Buyer's discretion to obtain the Order. The proposed Order must be reasonably acceptable to Buyer and Seller. It is a condition precedent to this Agreement that Buyer obtain the Order prior to the expiration of the Due Diligence Period. If the Motion is not approved by the Bankruptcy Court, this Agreement shall be null, void and of no effect whatsoever and the Deposit shall be refunded to the Buyer.

(f) Expiration of Due Diligence Period. Buyer shall have until expiration of the Due Diligence Period to deliver notice to Seller and Title Company that Buyer has approved its due diligence evaluation of the Property (the "Approval Notice"), which Buyer may approve or disapprove in its sole and absolute discretion. During the Due Diligence Period, Buyer may send a notice terminating this Agreement because, based on the results of its due diligence evaluation of the Property, Buyer elects not to purchase the Property ("Termination Notice"). Notwithstanding anything herein contained to the contrary, Buyer shall not give the Approval Notice unless it has obtained the Order prior to such Approval Notice. However, Buyer may send the Termination Notice at any time during the Due Diligence Period. If Buyer does not deliver the Approval Notice to Seller before the end of the Due Diligence Period, Buyer shall be deemed to have elected to terminate this Agreement. If Buyer elects, or is deemed to have

elected, to terminate this Agreement in accordance with this Section 4(f), Seller shall cause the Title Company to return the Deposit plus interest accrued thereon to Buyer, and neither party shall have any rights or obligations hereunder (except to the extent otherwise provided herein). If Buyer timely gives the Approval Notice (and has theretofore obtained the Order), this Agreement shall continue in effect and the Deposit shall be deemed nonrefundable to Buyer.

5. Conditions to Closing.

(a) The following conditions are precedent to Buyer's obligation to purchase the Property (the "**Buyer's Conditions**"):

(i) Title Insurance. Title Company shall have issued or shall have unconditionally and irrevocably committed to issue the Title Policy.

(ii) Representations, Warranties and Covenants. Seller shall have performed each covenant required to be performed by Seller under this Agreement and Seller's representations and warranties set forth in this Agreement shall be materially true and correct as of the Closing.

(iii) Sublease. Seller shall have executed the Sublease in the form of Exhibit G hereto (the "**Sublease**").

(iv) Bankruptcy Court Approval. The Bankruptcy Court shall have entered a final, nonappealable order approving this Agreement, the Assignment Agreement, the Lease and the Sublease (collectively the "**Transaction**").

(v) Seller's Work. Seller has completed the Seller's Work, including delivery of the Remediation Certification required under Section 12(c).

Buyer's Conditions are intended solely for the benefit of Buyer. If any of Buyer's Conditions is not timely satisfied for any reason other than Buyer's default hereunder, Buyer shall have the right in its sole discretion to either (i) waive in writing such Buyer's Condition (other than the condition in Section 5(a)(iv)) and proceed with the Closing, or (ii) terminate this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have further obligations under this Agreement (other than obligations which by their terms survive such a termination); provided however that if Seller is in default, Buyer shall retain its remedies against Seller as provided in Section 6(b) below. Buyer cannot waive the Condition in Section 5(a)(iv).

(b) The following conditions are precedent to Seller's obligation to sell the Property (the "**Seller's Conditions**"):

(i) Deposit of Funds. Buyer shall have deposited the Purchase Price into escrow, and such other funds as may be required pursuant to Section 7(f) and any other provisions of this Agreement.

(ii) Deliveries Complete. Buyer shall have delivered to Title Company the documents listed in Section 7(d) of this Agreement.

(iii) Representations, Warranties and Covenants. Buyer shall have performed each and every covenant required to be performed by Buyer under this Agreement and all of Buyer's representations and warranties set forth in this Agreement shall be true and correct as of the Closing.

(iv) Sublease. Buyer shall have executed and delivered and caused Metcalf to execute and deliver the Sublease.

Seller's Conditions are intended solely for the benefit of Seller. If any of Seller's Conditions is not satisfied, Seller shall have the right in its sole discretion either to (i) waive in writing the Seller's Condition and proceed with the sale, or (ii) terminate this Agreement; in which event the Deposit shall be returned to Buyer and neither party shall have further obligations under this Agreement (other than obligations which by their terms survive such a termination); provided however that if Buyer is in default, Seller shall retain the Deposit as liquidated damages, as provided in Section 6(a) below.

6. Remedies.

(a) If the sale of the Property is not consummated because of a breach or default under this agreement by Buyer, the Deposit and interest accrued thereon shall be paid to and retained by Seller as liquidated damages and as Seller's sole remedy for such breach or default. By initialing below, the parties have agreed that Seller's actual damages in the event of a failure to consummate this sale due to Buyer's default would be extremely difficult or impracticable to determine. After negotiation, the parties have agreed that, considering all the circumstances existing on the date of this Agreement, the amount of the deposit is a reasonable estimate of the damages that Seller would incur in such event. The payment and retention of such amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. Seller waives all right to seek other rights or remedies against buyer, including without limitation, specific performance. However, nothing in this Section shall preclude the recovery of attorneys' fees or other costs incurred by Seller in enforcing this agreement or limit the effectiveness of the indemnification obligations of Buyer under this agreement.

(b) If the sale of the Property is not consummated because of a breach or default under this Agreement by Seller, Buyer may, as Buyer's sole and exclusive remedy exercise one, and only one, of the following: (i) terminate this Agreement by delivery of notice of termination to Seller, whereupon the Deposit shall be returned to Buyer and Seller shall reimburse Buyer and Metcalf for actual out-of-pocket expenses incurred in connection with the transaction contemplated hereunder, but in no event shall such reimbursement exceed Seventy-Five Thousand Dollars (\$75,000) and all parties hereto shall be relieved of all further obligations hereunder (other than obligations which by their terms survive such a termination); or (ii) close and waive the default; or (iii) commence an action for specific performance.

7. Closing and Escrow.

(a) Upon mutual execution of this Agreement, the parties shall deposit an executed counterpart of this Agreement with Title Company as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer each agrees to execute such additional escrow instructions as may be reasonably appropriate, or reasonably required by Title Company, to enable Title Company, as escrow holder to comply with this Agreement; provided that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

(b) The Closing hereunder shall be held and delivery of all items to be made at the Closing shall be made at the offices of Title Company at 10 a.m. (Eastern Time) on April 30, 2007. The date so established for Closing is referred to herein as the “**Closing Date**”.

(c) At the Closing, subject only to the Sublease, Seller shall deliver to Buyer exclusive possession of the Property, and the Property in good broom clean condition, with all of Seller’s personal property removed.

(d) At or before the Closing, Seller shall deliver to Buyer, or to Title Company as escrow holder, the following:

(i) a duly executed and acknowledged Deed in the form of Exhibit D hereto;

(ii) a duly executed Bill of Sale in the form of Exhibit F hereto;

(iii) three (3) duly executed copies of the Sublease in the form of Exhibit G hereto;

(iv) three (3) duly executed copies of the Escrow Agreement in the form of Exhibit H hereto (the “Escrow Agreement”);

(v) any other instruments or records called for hereunder which have not previously been delivered, and keys to all doors to the Improvements which are in Seller’s or its agents’ possession; and

(vi) an affidavit pursuant to Section 1445(b)(2) of the United States Internal Revenue Code (the “**Code**”) and on which Buyer is entitled to rely, that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Code, substantially in the form of Exhibit I attached hereto.

Buyer may waive compliance on Seller’s part under any of the foregoing items by an instrument in writing.

(e) At or before Closing, Buyer shall deliver to Seller, or to Title Company as escrow holder, the following:

(i) three (3) duly executed copies of the Sublease duly executed by Metcalf in the form of Exhibit F hereto;

(ii) three (3) duly executed copies of the Escrow Agreement; and

(iii) the Purchase Price as adjusted for prorations and costs as provided herein.

(f) Seller and Buyer shall each deposit such other instruments as are reasonably required by the escrow holder or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with the terms hereof.

(g) The following are to be apportioned as of the Closing Date:

(i) Utility Charges. Seller shall pay all such charges for utilities used through the date prior to the Closing Date. Buyer will pay to Seller at Closing the amount of any utility deposit(s) made by Seller, and Seller will assign to Buyer all of its right, title and interest in and to the applicable deposit(s) relating thereto. Buyer will be responsible for the cost of all utilities used on or after the Closing Date. Seller will pay all utility bills Seller has received prior to the Closing and will provide proof of payment of such utility bills prior to the Closing.

(ii) Other Apportionments; Closing Costs. Seller shall pay the premium for the Title Policy and any real estate transfer taxes. Seller and Buyer shall equally split the escrow fees and all other costs incurred in connection with the transaction contemplated by this Agreement, as reasonably determined by Title Company.

(iii) Real Estate Taxes and Assessments. General real estate taxes and installment payments on assessments payable for all tax years ending prior to the Closing Date, and any supplemental or special tax assessments which are specific to the Seller and other real estate assessments which are relating to the period of time prior to the Closing, or due and payable as a result of the sale of the Property will be paid by Seller; provided however, Seller will not pay any increase in the real estate taxes as a result of the sale of the Property (uncapping). General real estate taxes and the current installment payments on all assessments payable for the tax year in which the Closing Date occurs will be prorated by Title Company on a due date basis and allocated between Seller and Buyer as of the Closing Date.

(iv) Closing Statement. Title Company shall prepare a preliminary Closing settlement statement and shall deliver such statement to Buyer and Seller for approval no less than three (3) days prior to the Closing Date.

(v) Post-Closing Reconciliation. Seller and Buyer agree that if any of the foregoing prorations cannot be calculated accurately as of the Closing Date, then the same shall be estimated (based on current information then known) for

the purposes of Closing and within ninety (90) days after the Closing Date, or sooner if sufficient information is available to permit the parties to effectively calculate such prorations, either party owing the other party a sum of money based on such subsequent prorations shall pay such sum to the other party within ten (10) days after such calculations.

(vi) Survival. The provisions of this Section 7(f) shall survive the Closing.

8. Representations and Warranties and Limited Indemnity of Seller. Seller represents and warrants to Buyer as follows, which representations and warranties shall be true as of the date of this Agreement and as of the Closing:

(a) Seller has full power and authority to enter into and perform the terms of this Agreement;

(b) This Agreement is duly authorized and executed by Seller, and this Agreement and all documents required to be executed by Seller in connection herewith, are and shall be valid, legally binding obligations of Seller, enforceable in accordance with their terms;

(c) Seller has no Knowledge and has not received written notice from any city, county, state or federal authority with jurisdiction ("Governmental Entity") of any order or directive that any work of repair, maintenance, or improvement be performed on the Property, which has not been performed;

(d) Subject to the approval of the Transaction by the Bankruptcy Court, Seller has received no written notice and has no Knowledge that any action, proceeding or investigation is pending or threatened against Seller relating to the Property, before any court or governmental department, commission, board, agency or instrumentality that would affect its ability to carry out its obligations under this Agreement;

(e) Seller is not a "foreign person" as that term is defined in Section 1445(f) of the Code and any similar provisions of applicable state law, and the regulations issued thereunder;

(f) There are no management, service, maintenance, utility or other contracts or agreements affecting the Property, oral or written, which extend beyond the Closing Date and which would bind Buyer or encumber the Property after Closing;

(g) Seller has received no writing from a Governmental Entity that there may be or are contemplated any condemnation proceedings against the whole or any part of the Property;

(h) On the date hereof and as of the Closing Date, the Property is not encumbered by any mortgage or deed of trust. Any existing encumbrances upon the Property which Seller is required to remove under this Agreement shall be paid and discharged prior to the Closing Date;

(i) There is no litigation pending, or to Seller's Knowledge threatened, which affects title to, or possession of, the Property. Seller will inform Buyer immediately upon the notice of the institution of any such litigation;

(j) There are no written or oral leases or license agreements in effect with respect to the Property that will be in effect on the Closing Date and no person other than Seller will be in possession, entitled to or claims entitlement to possession of the Property on the Closing Date and Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date, subject to the Sublease;

(k) Seller has received no notice from any Governmental Entity and has no Knowledge of any violations concerning the condition and/or use of the Property which have not heretofore been corrected by Seller. Seller shall correct, at its own cost and expense, any violations of law, ordinances, order or requirements of any Governmental Entities affecting the Property of which it has been notified or Ronald Floyd, Facilities Manager of Seller has actual knowledge without inquiry as of the Closing Date, which assumption of cost and liability shall survive the Closing Date;

(l) Except for the existing underground water tank, Seller has received no written or official notice and has no Knowledge that any tanks, drums, toxic or hazardous materials (which are regulated by a state or federal environmental law ("Hazardous Material")) are located on, in or under the Property or that Seller is in violation or alleged to be in violation of any state or federal environmental laws with respect to the Property;

(m) With respect to the Property, Seller has received Buyer's phase I environmental site assessment dated March 2007, which identified two certain recognized environmental conditions as defined under the ASTM Standard E1527-05: the existence of (i) an oil/water separator, and (ii) below grade hydraulic lifts; Seller has received no written or official notice of and has no Knowledge that there has been a release of a Hazardous Material into the soils or water or groundwater of the Property in connection with (i) or (ii) above.

(n) (i) Seller has received the report prepared for Buyer by Enviroair Consultants, Inc., dated February 20, 2007 for Project No. 070219-DCM1 (the "Enviroair Report").

(ii) With respect to the identification, evaluation and remediation of damage to the Property from entry of water, fungus, mold or mold spores ("Water Damage"), Seller has provided to Buyer third party consultant and contractor reports in Seller's possession or in the possession of Seller's consultants, advisors, agents or attorneys (save attorney-client privileged documents) relating to Water Damage, and has granted Buyer access to all documents in Seller's possession related to Water Damage to Seller's Knowledge, and has given Buyer the opportunity to make copies of such documents.

(iii) (A) Seller has received no written or official notice from a Governmental Entity other than as disclosed to Buyer and (B) other than information given by Seller to Buyer or access to which was granted by Seller to Buyer and as provided in the

Enviroair Report, Seller has no Knowledge of any such Water Damage to the Property which has not been repaired or which will not be repaired as "Seller's Slab Work" in accordance with the recommendations set forth in the consultants' reports set forth on Exhibit J hereto. Except for the Seller's Slab Work, Seller has completed all of the recommendations set forth in the consultants' reports set forth on Exhibit J hereto.

(o) Seller will promptly inform Buyer in writing of any material event adversely affecting the ownership, use, occupancy, operation or maintenance of the Property of which Seller has Knowledge.

For the purposes of this Agreement, Seller's Knowledge means the actual knowledge or knowledge a person would reasonably be expected to have based on reasonable investigation of Ronald Floyd, Facilities Manager of Seller. If Buyer makes any claim for a breach of the foregoing representations and warranties based upon a breach of Seller's Knowledge then the Buyer bears the burden of proof to demonstrate Seller's Knowledge.

In the event any of the foregoing representations or warranties of the Seller are not true on the date hereof or on the Closing Date, Seller shall be considered in default and Purchaser, in addition to its other rights herein, shall have the right to waive the same and proceed to consummate the transaction contemplated herein, or to declare this Agreement null and void and thereby be entitled to an immediate refund of the Deposit. The representations, warranties, and covenants set forth herein, as applicable, shall survive the Closing Date for a period of eighteen (18) months subsequent to which the same shall be null and void.

9. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Other than approval of the Transaction by the Bankruptcy Court, Buyer has full power and authority to enter into and perform the terms of this Agreement.

(b) This Agreement is duly authorized and executed by Buyer, and this Agreement and all documents required to be executed by Buyer in connection herewith, are and shall be valid, legally binding obligations of Buyer, enforceable in accordance with their terms.

(c) To Buyer's knowledge, no action, proceeding or investigation is pending or threatened against Buyer, before any court or governmental department, commission, board, agency or instrumentality that would affect its ability to carry out its obligations under this Agreement.

The representations, warranties, and covenants set forth herein, as applicable shall survive the Closing Date for a period of eighteen (18) months subsequent to which the same shall be null and void.

10. Risk of Loss. In the event any of the Property is damaged or destroyed prior to the Closing Date, and such damage or (i) would cost less than One Hundred Thousand Dollars (\$100,000) to repair and is fully covered by Seller's insurance, except for the deductible amounts

thereunder, or (ii) is uninsured and would cost less than One Hundred Thousand Dollars (\$100,000) to repair or restore, then this Agreement shall remain in full force and effect and Buyer shall acquire the Property upon the terms and conditions set forth herein (“**Minor Casualty**”). In such event, Buyer shall receive a credit against the Purchase Price equal to such (a) deductible amount (except the portion applied to repairs), and Seller shall assign to Buyer all of Seller’s right, title and interest in and to all proceeds of insurance on account of such damage or destruction or (b) if clause (ii) above is applicable, the remaining cost to repair and restore. In the event of a casualty other than a Minor Casualty or the Property becomes the subject of any condemnation proceeding involving a portion of the Property greater than One Hundred Thousand Dollars (\$100,000), then each of Buyer and Seller shall have the right, at its election, to terminate this Agreement by delivery of notice of termination to other on or before the scheduled Closing Date, whereupon Buyer and Seller shall instruct Title Company to return the Deposit to Buyer, and each shall be released from all obligations hereunder pertaining to the Property (other than the indemnification obligations under Section 4(d) and 13 (b)). If this Agreement is not terminated, Seller shall assign to Buyer any proceeds of insurance or condemnation awards and the Purchase Price shall be reduced by the amount of Seller’s deductible (except the portion applied to repairs). Unless this Agreement shall be terminated pursuant to this Section 10, Buyer shall be responsible for all repairs which have not been completed by the Closing Date and the Closing Date shall not be delayed.

11. Operation Pending Closing. Prior to the Closing, Seller shall operate and maintain the Property substantially in accordance with Seller's past practices for the previous 12 months. Seller shall not enter into any new lease with respect to the Property prior to the Closing. Seller shall not enter into any contract with respect to the Property prior to the Closing if such contract would bind Buyer after the Closing, unless Buyer consents to such contract. Without the prior written consent of Buyer, which will not be unreasonably withheld or delayed, Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date which could affect the Property following the Closing.

12. Seller’s Work.

(a) Prior to the Closing Date, Seller at its sole cost and expense shall (i) remediate the water and fungal damage identified in the Enviroair Report and restore the portions of the Real Property affected by such remediation (“Seller’s Enviroair Work”) and (ii) seal the A Wing and G Wing concrete slab as recommended in the January 9, 2003 NTH Project NO:16-021141-00 report (“Seller’s Slab Work”). Seller’s Enviroair Work and Seller’s Slab Work are collectively referred to as “Seller’s Work”.

(b) Seller’s Enviroair Work shall be conducted to remediate the Real Property with respect to the damage identified in the Enviroair Report to the extent required under the following standards of practice in the mold remediation industry: (i) the New York City Department of Health and Mental Hygiene Guidelines on Assessment and Remediation of Fungi in Indoor Environments, and (ii) the Institute of Inspection, Cleaning and Restoration Certification, Standard S-520, Standard and Reference Guide for Professional Mold Remediation. Seller’s Work will be done in a good and workmanlike manner.

(c) Upon the completion of Seller's Work, Seller shall cause its remediation contractor, who is reasonably acceptable to Buyer, to certify to Seller and Buyer ("**Remediation Certification**") that such remediation and sealing has been completed in accordance with this Section 12.

13. Miscellaneous.

(a) Notices. Except as otherwise specifically provided in this Agreement, any notice, consent, request or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service, (iii) transmission by facsimile telecopy during regular business hours at the receiver's location, with facsimile transmittal confirmation and with a confirming copy sent the same business day by United States mail, or (iv) upon receipt after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required and addressed as follows:

If to Buyer: Delphi Automotive Systems LLC
5825 Delphi Drive,
Troy, Michigan 48098
Attn: Executive Director, Operations Support Group

With a copy to: Delphi Automotive Systems LLC
5725 Delphi Drive
Troy, Michigan 48098
Attn: Deputy General Counsel – Transactional and
Restructuring

With a copy to: The Metcalf Family Living Trust
2920 Rohrer Drive
Lafayette, California 94549
Attention: David Metcalf
Facsimile: 925-283-2263

With a copy to: Morgan Miller Blair
Suite 200
1331 N. California Blvd.
Walnut Creek, California 94596
Attention: Chris Hunter, Esq.
Facsimile: 925-943-1106

If to Seller: Valeo Electrical Systems, Inc.
3000 University
Auburn Hills, Michigan 48326-2356
Attention: Francoise Colpron
Facsimile: 248-340-8455

With a copy to: Honigman Miller Schwartz and Cohn LLP
2290 First National Building
660 Woodward Avenue
Detroit, Michigan 48226-3506
Attn: E. Todd Sable, Esq.
Facsimile: 313-465-7549

If to Title LandAmerica
Company: 1050 Wilshire Dr. Suite 310
Troy, Michigan
Attention: Steve Nadolski
Facsimile: 248-649-1626

or such other address as any of the foregoing may from time to time specify in writing to the other.

(b) Brokers/Intermediaries. Seller represents that Seller has not had any conversations or dealings with any broker, finder or other intermediary in connection with the Property other than Binswanger America, LLC and L. Mason Capitani Incorporated (“**Seller’s Brokers**”). Buyer represents that Buyer has not had any conversations or dealings with any broker, finder or other intermediary in connection with the Property other than DREAL INC., Grubb & Ellis, Collier’s International Partnership and Jones Lang LaSalle Americas, Inc. (“**Buyer’s Brokers**”). If and only if the Closing occurs hereunder at Closing Seller shall pay real estate commissions to Seller’s Brokers equal to: (i) \$660,000; and (ii) any additional commissions owing to Seller’s Brokers. Seller’s Brokers shall pay the commissions due Buyer’s Brokers as directed by DREAL INC. in accordance with a separate agreement between Seller’s Brokers and DREAL INC. Seller hereby authorizes the Title Company to deduct the commissions from the Purchase Price. Seller agrees to defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys’ fees, costs and expenses) arising from or connected with any broker’s or finder’s fee or commission or charge (“**Broker Claims**”) claimed to be due by Seller’s Brokers or any other person other than Buyer’s Brokers arising from or by reason of Seller’s conduct with respect to this transaction. Subject to Seller’s payment of Seller’s Brokers as provided above, Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all Broker Claims claimed to be due Buyer’s Broker or any other person arising from or by reason of Buyer’s conduct with respect to this transaction other than claims of Seller’s Brokers. This Section 13(b) shall survive the close of Escrow or termination of this Agreement.

(c) Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. Delivery of the executed Agreement may be accomplished by facsimile transmission, and if so, the facsimile copy shall be deemed an executed original counterpart of this Agreement. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile copies thereof, may be assembled to form a single original document.

(d) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Buyer may assign this Agreement and its rights hereunder upon written notice to Seller, and any such assignment will release Buyer from all liability under this Agreement.

(e) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by an instrument executed by both parties.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(g) Integration of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior negotiations, correspondence, agreements and understandings between the parties relating to the subject matter hereof.

(h) Enforcement. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute (as the court shall determine) shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, arbitration and court costs and attorneys' and experts' fees. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

(i) Time of the Essence; Dates. Time is of the essence of this Agreement. If any of the dates specified in this Agreement shall fall on a Saturday, a Sunday, or a holiday, such date shall be deemed to have expired at 3:00 p.m. (Pacific Time) on the next business day, notwithstanding anything to the contrary herein.

(j) Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(k) 1031 Exchange. Buyer and Seller shall each, upon request of the other party, cooperate in effecting one or more tax-deferred like kind exchanges under Section 1031 of the Internal Revenue Code in connection with the transaction contemplated by this Agreement, including the execution of escrow instructions and other documents therefor; provided that the requesting party will pay any and all additional costs or expenses connected with such exchange and provided that the requested party shall not be required to take title to other real property in connection with the exchange and the Closing shall not be delayed as a result thereof. Buyer and/or Seller may assign its rights in, and delegate its duties under this Agreement (in part or in whole), as well as transfer its interest in the Property, to an exchange intermediary, and Buyer

and/or Seller may add such intermediary as an additional party to the escrow, provided that Buyer and/or Seller, as applicable, shall remain primarily liable under this Agreement.

(l) Third Party Beneficiary. After any assignment of this Agreement by Delphi, Delphi shall remain a third party beneficiary to this Agreement.

(m) Bankruptcy Court Approval. Buyer's obligations under this Agreement are contingent upon Bankruptcy Court Approval.

(n) Except as expressly provided in Section 8 hereof, Buyer expressly acknowledges that Seller has made no warranties or representations as to the condition of the Property, including but not limited to title conditions, soil conditions, environmental conditions, compliance with zoning laws or ordinances or building code provisions or set back lines, if any, or building, construction, use or occupancy restrictions or any federal, state or local government laws or regulations which may be applicable to the Property or its use, or availability of utilities. Purchaser further acknowledges that as of the Closing Date it will have inspected, analyzed, reviewed and evaluated the Property, that it and its representatives will have conducted such investigations of the Property as deemed necessary by Purchaser and that it will be thoroughly aware of the condition of the Property. Except as expressly provided in Section 8 hereof, the property and any other property or right furnished or to be furnished under or in connection with this Agreement by Seller to Buyer are sold or furnished "AS IS, WHERE IS" AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 HEREOF, AND/OR IN THE DEED TO BE DELIVERED BY SELLER TO BUYER. SELLER DISCLAIMS AND BUYER HEREBY WAIVES AND RELEASES SELLER FROM ANY OBLIGATION, LIABILITY, CLAIM OR DEMAND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PATENT INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE PROPERTY, AND PURCHASER ASSUMES ALL LIABILITY FOR ANY CONDITION(S) ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL AND SOIL CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

DELPHI AUTOMOTIVE SYSTEMS LLC

By: _____

Print Name: _____

Its: Authorized Signatory

SELLER:

VALEO ELECTRICAL SYSTEMS, INC.

By: _____

Print Name: _____

Its: _____

Lawyers Title Insurance Corporation hereby executes this Agreement in order to evidence the acceptance and agreement to perform its undertakings as Title Company hereunder and to execute and deliver the Escrow Agreement at Closing.

**LAWYERS TITLE INSURANCE
CORPORATION**

By: _____

Dated: _____, 2007

LIST OF EXHIBITS

Exhibit A	Description of Real Property
Exhibit B	List of Personal Property
Exhibit B-1	Excluded Personal Property
Exhibit C	Receipt of Escrow Agent
Exhibit D	Covenant Deed
Exhibit E	Title Commitment
Exhibit F	Bill of Sale
Exhibit G	Sublease
Exhibit H	Escrow Agreement
Exhibit I	Certificate of Transferor (FIRPTA Affidavit)
Exhibit J	Water Damage Consultants' Recommendations

EXHIBIT A

**REAL PROPERTY
LEGAL DESCRIPTION**

A part of the West 1/2 of Section 13 and East 1/2 of Section 14, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, being described as: Commencing at the West 1/4 corner of Section 13; thence South 03 degrees 12 minutes 11 seconds East, 83.78 feet along the line between Sections 13 and 14, to a point on the Southerly line of University Drive, as proposed, thence along said line the following two courses: (1) Along a curve to the right 156.21 feet, said curve having a radius of 3,153.84 feet, central angle of 02 degrees 50 minutes 16 seconds and a long chord bearing of South 61 degrees 47 minutes 48 seconds West 156.19 feet, and (2) South 63 degrees 12 minutes 55 seconds West, 606.47 feet to the point of beginning on the West line of the proposed parkway; thence along said line along the following five courses: (1) South 26 degrees 47 minutes 05 seconds East, 44.69 feet, and (2) Along a curve to the left 328.13 feet, said curve having a radius of 350.00 feet, central angle of 53 degrees 42 minutes 55 seconds and a long chord bearing of South 53 degrees 38 minutes 32 seconds East, 316.24 feet, and (3) South 80 degrees 30 minutes 00 seconds East, 126.29 feet, and (4) Along a curve to the right 501.78 feet, said curve having a radius of 460.00 feet, central angle of 62 degrees 30 minutes 00 seconds and a long chord bearing of South 49 degrees 15 minutes 00 seconds East, 477.27 feet, and (5) South 18 degrees 00 minutes 00 seconds East, 380.06 feet; thence South 72 degrees 00 minutes 00 seconds West, 146.77 feet; thence South 15 degrees 00 minutes 00 seconds West, 155.13 feet; thence South 61 degrees 00 minutes 00 seconds West, 394.00 feet; thence South 77 degrees 45 minutes 54 seconds West, 205.62 feet; thence South 69 degrees 30 minutes 00 seconds West, 105.00 feet; thence South 84 degrees 30 minutes 00 seconds West, 173.00 feet; thence North 82 degrees 00 minutes 00 seconds West, 124.00 feet; thence North 64 degrees 30 minutes 00 seconds West, 285.00 feet; thence North 47 degrees 00 minutes 00 seconds West, 124.00 feet; thence North 20 degrees 55 minutes 47 seconds West, 175.78 feet to a point on the Easterly line of proposed road; thence along said line along the following two courses: (1) Along a curve to the left 664.23 feet, said curve having a radius of 770.00 feet, central angle of 49 degrees 25 minutes 32 seconds and a long chord bearing North 02 degrees 04 minutes 19 seconds West, 643.83 feet and (2) North 26 degrees 47 minutes 05 seconds West, 28.47 feet to a point on the Southerly line of University Drive, as proposed; thence North 63 degrees 12 minutes 55 minutes East, 769.65 feet to the point of beginning.

EXHIBIT B

LIST OF PERSONAL PROPERTY

A. Office Area:

1. Auditorium AV Equipment
2. Modular Furniture
3. PBX and Handsets
4. Sound System (Lobby / Cafeteria)

B. Lab Area:

1. Air Compressor #1
2. Air Compressor #2
3. Air Compressor #3
4. Material Lift
5. Overhead Crane

C. Kitchen Equipment:

1. All kitchen equipment excepting that which is listed in Exhibit B-1

D. Building Systems:

1. Fire Extinguishers
2. Building System Specific Spare Parts and Supplies (e.g. Heat Pump Filters)

EXHIBIT B-1

EXCLUDED PERSONAL PROPERTY

A. Office Area:

1. Art Work
2. Coat Racks (Portable)
3. Coffee Making Machines
4. Defibrillators
5. Display Cases
6. Electronic White Boards
7. Employee Badge System
8. First Aid Kits (Fire Blankets)
9. Flags
10. Ladders
11. Mail Room Equipment / Furniture
12. Microwave Ovens and Refrigerators
13. Office Equipment (Copiers, Fax Machines, Printers, Plotters, Binding Machines)
14. Office Furniture other than Modular Type
15. Paper Supplies
16. Picnic Tables
17. Plants
18. Podium (Portable)
19. Portable AV Equipment (TVs, DVD players, Projectors, Carts, Screens, Etc.)
20. Print Files
21. Recycle Bins
22. Visitor Badge ID System

B. Lab Area:

1. Eye Wash Stations
2. Fork Lifts and Chargers
3. Hazardous Material Cabinets
4. Laboratory Storage Racks
5. Laboratory Test Equipment (Chambers, Ovens, Fixtures, Instrumentation, Etc.)
6. Laboratory Work Benches
7. Maintenance Tools and General Supplies
8. Man Lifts
9. Pallet Jacks
10. Shipping Dock Equipment / Supplies
11. Sound Chamber Controls, Panels, Associated HVAC
12. Spill Kits
13. Vehicle Hoist

C. **Kitchen Equipment:**

1. Sharp Microwave (Property of Valeo)
2. Tropicana Display Cooler (Property of Aramark)
3. Coca Cola Display Cooler (Property of Aramark)
4. Snapple Display Cooler (Property of Aramark)
5. Amana Microwave (Property of Valeo)
6. Savor Toaster (Property of Valeo)
7. 5 Scotsman Ice Maker (Property of Valeo)
8. Pepsi Display Cooler (Property of Aramark)
9. Scotsman Flaker Ice Maker (3B Vending Area)

EXHIBIT C

RECEIPT OF ESCROW AGENT

Lawyers Title Insurance Corporation hereby acknowledges receipt of the sum of Eight Hundred Twenty Five Thousand Dollars (\$825,000) which it agrees to hold in escrow, together with all interest thereon and any prior and/or future deposits, as the Deposit in accordance with the terms of the Purchase and Sale Agreement between Valeo Electrical systems Inc., as Seller, and Delphi Automotive Services LLC, as Purchaser, dated March 2, 2007 covering property at 3000 University Drive, Auburn Hills, Michigan.

TITLE COMPANY:

**LAWYERS TITLE INSURANCE
CORPORATION**

By: _____

Name: _____

Its: _____

Date: _____, 2007

EXHIBIT D
COVENANT DEED

THIS INDENTURE, made this ____ day of _____, 2007, between **VALEO ELECTRICAL SYSTEMS, INC.**, a Delaware corporation, with its principal place of business at 3000 University, Auburn Hills, Michigan 48326-2356 (hereinafter referred to as "Grantor"), and **DAVID R. METCALF**, as Trustee of the Metcalf Family Living Trust, dated June 11, 1993, whose address is 2920 Rohrer Drive, Lafayette, California 94549 (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor for and in consideration of the sum of One Dollar (\$1.00) in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, alien and confirm unto Grantee and Grantee's successors and assigns, forever, all of that certain parcel of land, situate, lying and being in the City of Auburn Hills, Oakland County, State of Michigan, described on Exhibit A hereto (hereinafter referred to as the "Real Property"); TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above bargained Real Property, with the said hereditaments and appurtenances; TO HAVE AND TO HOLD the Real Property as before described, with the appurtenances, unto Grantee, its successors and assigns, FOREVER, subject to the matters set forth on Exhibit B hereto. And Grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or unwittingly suffered to be done or committed any act, matter or thing whatsoever, whereby the Real Property hereby granted, or any part thereof, is, or shall or may be charged or encumbered in title, estate or otherwise howsoever, except as may be hereinabove stated.

The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust,

When recorded return to:
Ciara M. Comerford, Esq.
Delphi Automotive Systems LLC
5825 Delphi Drive; MC 480-410-268
Troy, MI 48098

EXHIBIT A

LEGAL DESCRIPTION

A part of the West 1/2 of Section 13 and East 1/2 of Section 14, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, being described as: Commencing at the West 1/4 corner of Section 13; thence South 03 degrees 12 minutes 11 seconds East, 83.78 feet along the line between Sections 13 and 14, to a point on the Southerly line of University Drive, as proposed, thence along said line the following two courses: (1) Along a curve to the right 156.21 feet, said curve having a radius of 3,153.84 feet, central angle of 02 degrees 50 minutes 16 seconds and a long chord bearing of South 61 degrees 47 minutes 48 seconds West 156.19 feet, and (2) South 63 degrees 12 minutes 55 seconds West, 606.47 feet to the point of beginning on the West line of the proposed parkway; thence along said line along the following five courses: (1) South 26 degrees 47 minutes 05 seconds East, 44.69 feet, and (2) Along a curve to the left 328.13 feet, said curve having a radius of 350.00 feet, central angle of 53 degrees 42 minutes 55 seconds and a long chord bearing of South 53 degrees 38 minutes 32 seconds East, 316.24 feet, and (3) South 80 degrees 30 minutes 00 seconds East, 126.29 feet, and (4) Along a curve to the right 501.78 feet, said curve having a radius of 460.00 feet, central angle of 62 degrees 30 minutes 00 seconds and a long chord bearing of South 49 degrees 15 minutes 00 seconds East, 477.27 feet, and (5) South 18 degrees 00 minutes 00 seconds East, 380.06 feet; thence South 72 degrees 00 minutes 00 seconds West, 146.77 feet; thence South 15 degrees 00 minutes 00 seconds West, 155.13 feet; thence South 61 degrees 00 minutes 00 seconds West, 394.00 feet; thence South 77 degrees 45 minutes 54 seconds West, 205.62 feet; thence South 69 degrees 30 minutes 00 seconds West, 105.00 feet; thence South 84 degrees 30 minutes 00 seconds West, 173.00 feet; thence North 82 degrees 00 minutes 00 seconds West, 124.00 feet; thence North 64 degrees 30 minutes 00 seconds West, 285.00 feet; thence North 47 degrees 00 minutes 00 seconds West, 124.00 feet; thence North 20 degrees 55 minutes 47 seconds West, 175.78 feet to a point on the Easterly line of proposed road; thence along said line along the following two courses: (1) Along a curve to the left 664.23 feet, said curve having a radius of 770.00 feet, central angle of 49 degrees 25 minutes 32 seconds and a long chord bearing North 02 degrees 04 minutes 19 seconds West, 643.83 feet and (2) North 26 degrees 47 minutes 05 seconds West, 28.47 feet to a point on the Southerly line of University Drive, as proposed; thence North 63 degrees 12 minutes 55 minutes East, 769.65 feet to the point of beginning.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Covenants and conditions set forth in a certain Deed recorded in Liber 10257, Page 184.
2. Maintenance Agreement and Easements, and the terms, conditions and provisions thereof, contained in Grant of Easement recorded in Liber 10257, Page 188.
3. Declaration of Covenants, Conditions and Restrictions recorded in Liber 10257, Page 157. Assignment of Covenant Rights to Chrysler Corporation, as contained in Liber 14122, Page 535.
4. Easement to Consumers Power Company for gas pipeline, as contained in Liber 14536, Page 565.
5. Agreements with Kasper Drain Drainage District, and the terms, conditions and provisions thereof, as contained in Liber 12488, Page 666, and Liber 12488, Page 671.
6. Grant of Easement to the Detroit Edison Company for electrical facilities, as contained in Liber 10856, Page 144.
7. Grant of Temporary Easements, as contained in Liber 10257, Page 204.
8. Grant of Easements to the City of Auburn Hills for underground sanitary, storm and sewer lines, and the terms, conditions and provisions thereof, as contained in Liber 14076, Page 686.

EXHIBIT E

TITLE COMMITMENT

[INSERT]

EXHIBIT F
BILL OF SALE

For good and valuable consideration the receipt of which is hereby acknowledged, Valeo Electrical Systems, Inc. ("**Seller**"), does sell, transfer, assign and convey to David R. Metcalf, Trustee of the Metcalf Family Living Trust dated June 11, 1993 ("**Buyer**"), all of Seller's right, title and interest in the personal property owned by Seller that is listed on Schedule 1 attached hereto and located in or on the real property at 3000 University, Auburn Hills, Michigan (the "**Personal Property**").

Seller sells and delivers the Personal Property "as is" to Buyer, and Seller has not made, nor shall Seller be deemed to have made, any representation or warranty, express or implied, as to the value, merchantability, quality or fitness for use or purpose of the Personal Property. Seller warrants only that it has good and marketable title to the Personal Property and the Personal Property is not subject to any liens, claims, or encumbrances whatsoever.

Seller and Buyer agree as follows:

A. The Personal Property is furnished "AS IS", "WHERE IS", AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS BILL OF SALE, SELLER DISCLAIMS AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PATENT INFRINGEMENT), STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE PERSONAL PROPERTY. Without limiting the generality of the foregoing, Buyer acknowledges and agrees: (i) that Seller neither represents nor warrants that the Personal Property conveyed under this Bill of Sale will operate satisfactorily, (ii) that Seller shall have no liability or responsibility for the condition and/or operation of the Personal Property after transfer to Buyer, its agents, representatives and/or contractors, and (iii) that Buyer is purchasing the Personal Property based solely upon its own inspection, evaluation, review and analysis and Buyer assumes the entire risk associated with such inspection, evaluation, review and analysis being incomplete or inaccurate.

B. In no event, whether occasioned by breach of contract, breach of warranty, tort (including negligence), strict liability or otherwise, shall Seller be liable to Buyer for incidental, indirect, special or consequential damages.

This sale is made without warranty of title or other warranty of any kind.

DATED this _____ day of _____, 2007.

SELLER:

VALEO ELECTRICAL SYSTEMS, INC.,
a Delaware corporation

By:_____

Print Name:_____

Its:_____

**Schedule 1
to
Bill of Sale**

List of Personal Property

A. Office Area:

1. Auditorium AV Equipment
2. Modular Furniture
3. PBX and Handsets
4. Sound System (Lobby / Cafeteria)

B. Lab Area:

1. Air Compressor #1
2. Air Compressor #2
3. Air Compressor #3
4. Material Lift
5. Overhead Crane

C. Kitchen Equipment:

1. All kitchen equipment excepting that which is listed in Exhibit B-1 to the Purchase and Sale Agreement

D. Building Systems:

1. Fire Extinguishers
2. Building System Specific Spare Parts and Supplies (e.g. Heat Pump Filters)

EXHIBIT G

SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** dated as of April ____, 2007 by and between Delphi Automotive Systems LLC, with offices at 5725 Delphi Drive, Troy, Michigan 48098 ("SUBLESSOR"), and Valeo Electrical Systems, Inc., with offices at 4100 N. Atlantic Boulevard, Auburn Hills, Michigan 48326 ("SUBLESSEE"), is based upon the following:

A. Sublessor has leased, as Tenant, from The Metcalf Family Living Trust dated June 11, 1993, as Landlord ("PRIME LANDLORD"), premises located at 3000 University Drive, in the City of Auburn Hills, County of Oakland, State of Michigan (the "DEMISED PREMISES"), pursuant to a certain lease dated March 2, 2007 (the "PRIME LEASE"); and

B. Sublessor desires to sublet to Sublessee and Sublessee desires to hire from Sublessor a portion of the Demised Premises as described on Exhibit A attached hereto; and

NOW THEREFORE, the parties agree as follows:

1. **SUBLEASE.** Sublessor hereby sublets to Sublessee a portion of the Demised Premises, for use as general office, research laboratory and for no other purpose, as follows:

(a) The "Sublet Premises," as described on Exhibit A hereto, consists of one hundred forty-one thousand eight hundred (141,800) square feet as shown on Exhibits A-1, A-2, A-3 and A-5 attached hereto and made a part hereof.

(b) On or prior to one hundred twenty (120) days after the Commencement Date, the portion of the Sublet Premises as shown of Exhibits A-2, A-3 and A-5, shall be excluded from the Sublet Premises and the Sublet Premises shall be reduced to fifty-seven thousand (57,000) square feet.

(c) On or prior to one hundred fifty (150) days after the Commencement Date, the portion of the Sublet Premises as shown of Exhibits A-1 and A-5, shall be excluded from the Sublet Premises and the Sublet Premises shall be vacated in its entirety.

(d) During the term, Sublessor shall provide Sublessee with access to those portions of the IT Areas that are then portions of the Sublet Premises and Sublessee shall provide Sublessor access to those portions of the IT Areas which are not then portions of the Sublet Premises.

(e) During the term, Sublessee shall provide Sublessor with access to the portions of the laboratory space not part of the Sublet Premises and the restroom area in the laboratory area.

(f) Sublessee shall also have the right to utilize portions of the common areas of the Demised Premises as well as the parking areas in order to reasonably utilize the Sublet Premises during the term.

(g) Notwithstanding anything herein contained to the contrary, Sublessee may vacate and surrender portions of the Sublet Premises to Sublessor at any time and from time to time and upon such surrender in good broom clean condition, good order and repair, reasonable wear and tear excepted, such surrendered portion of the Sublet Premises shall no longer be part of the Sublet Premises and Rent under Paragraph 3 shall be adjusted accordingly.

2. **TERM.** The term of this sublease ("SUBLEASE TERM") shall commence on the Commencement Date and shall expire One Hundred Fifty (150) days after the Commencement Date, or such earlier date upon which the Sublease Term expires or terminates pursuant to the provisions of this Sublease or pursuant to law.

3. **RENT.**

(a) The rent for the Sublease Term shall be Seven Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$780,250.00) ("Rent"). The foregoing amount has been determined based on Sublessee occupying the entire Sublet Premises for the full Sublease Term of each respective portion of the Sublet Premises. Such Rent shall be paid to Sublessor in accordance with the terms of the "Escrow Agreement," as defined in Paragraph 4 hereof.

(b) The Rent paid pursuant to this Paragraph 3 is paid on a gross basis and Sublessor shall pay all costs and expenses of operating and maintaining the Demised Premises, except that Sublessee shall provide janitorial service to the Sublet Premises at its sole cost and expense.

4. **ESCROW AGREEMENT.** Sublessee shall deposit with Lawyers Title Insurance Corporation (the "Escrow Agent") pursuant to an Escrow Agreement executed by Sublessee, Sublessor and the Escrow Agent, the sum of Eight Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$880,250.00) (the "Sublease Escrow Funds") to be utilized to satisfy Sublessee's obligations under this Sublease. Escrow Agent will disburse the Sublease Escrow Funds pursuant to the terms of the Escrow Agreement.

5. **MAINTENANCE AND REPAIR.**

(a) Except as provided in Paragraph 5(b) hereof, Sublessor covenants and agrees that Sublessor will, at Sublessor's expense, during the continuation of this Sublease, keep the said Sublet Premises and the Demised Premises in good repair.

(b) Sublessee shall repair any damage caused to the Demises Premises resulting from the negligence or wrongful acts of Sublessee, Nidec, and Sublessee's and Nidec's agents, contractors or employees. Sublessee shall not be required to make any other repairs or replacements to the Demised Premises.

(c) Sublessee shall not perform any acts or carry on any practices which may injure the Demised Premises or be a nuisance or menace to Sublessor. Sublessee shall not conduct its business in a manner which would cause an increase in Sublessor's insurance premiums for the Demised Premises other than Sublessee's current operations.

(d) The Sublessee shall at Sublessee's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the cleanliness, safety, occupation and use of same, except that Sublessee shall not be required to make any alterations to the Sublet Premises to so comply.

6. **UTILITIES AND TAXES.** Sublessor shall pay for all gas, water, heat and electricity charges for the Demised Premises during the term of this Sublease. Sublessor shall pay the real estate taxes and installments of special assessments relating to the Demised Premises during the term of this Sublease.

7. **DAMAGE OR INJURY.** Neither Prime Landlord nor Sublessor shall be responsible or liable to the Sublessee for any loss or damage (a) to Property or injury to persons sustained by Sublessee or others, caused by conditions or activities on the Sublet Premises (other than due to Sublessor's failure to repair), (b) that may be caused by the acts or omissions of persons occupying adjoining premises (other than Sublessor) or any part of the Demised Premises or (c) for any loss or damage resulting to Sublessee or Sublessee's property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

8. **INSURANCE.**

(a) (i) Sublessee shall procure and keep in effect commercial general liability insurance, including contractual liability, with minimum limits of liability of Two Million Dollars (\$2,000,000) combined single limit (per occurrence and annual aggregate) for bodily injury or death, and property damage. Such insurance shall name Sublessor and the Prime Landlord, as "additional insureds," shall specifically include the liability assumed hereunder by Sublessee, and shall provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Sublessor and the Prime Landlord.

(ii) Sublessee shall procure and keep in effect "all risks" (also known as "special cause of loss," including theft, and leakage from fire protective devices) property insurance for the full replacement cost of Sublessee's trade fixtures, equipment, and personal property.

(iii) On Sublessor's or Prime Landlord's reasonable request, Sublessee shall provide evidence of the insurance required pursuant to Paragraph 8(a)(i) and (ii) hereof.

(b) (i) Sublessor shall procure and keep in effect commercial general liability insurance, including contractual liability, with minimum limits of liability of Two Million Dollars (\$2,000,000) combined single limit (per occurrence and annual aggregate) for bodily injury or

death, and property damage. Such insurance shall name Sublessee and the Prime Landlord as "additional insureds" and shall specifically include the liability assumed hereunder by Sublessor.

(ii) Sublessor shall procure and keep in effect "all risks" (also known as "special cause of loss", including theft, and leakage from fire protective devices) property insurance for the full replacement value of the Demised Premises.

(iii) On Sublessee's reasonable request, Sublessor shall provide evidence of the insurance required pursuant to Paragraph 8(a)(i) and (ii) hereof.

(c) Sublessor, Sublessee and the Prime Landlord shall each be released from any liability (by way of subrogation or otherwise) for loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, resulting from damage by fire or casualty, irrespective of the cause of such fire or casualty to the extent that such loss or damage is insured or required to be insured under this Sublease.

9. **SERVICES BY PRIME LANDLORD.** Sublessee shall look only to Sublessor for any services to be furnished to Sublessee in accordance with this Sublease.

10. **ALTERATIONS.** Sublessee shall not make any alterations, additions or improvements upon or to the Sublet Premises without the prior written consent of Sublessor and Prime Landlord. Any permitted alterations, additions and improvements shall be made at the sole cost of Sublessee and shall become the property of Sublessor and shall remain on and be surrendered with the Sublet Premises at the termination of this Sublease; however, Sublessor, at the time of Sublessor's approval, may designate by written notice to Sublessee those alterations, additions, and improvements which shall be removed by Sublessee at the expiration or termination of this Sublease and Sublessee shall promptly remove the same and repair any damage to the Sublet Premises caused by such removal. Notwithstanding anything herein contained to the contrary, the movable office furniture, trade fixtures, business equipment and other personal property of Sublessee (other than any items included in the definition of Property under the Purchase and Sale Agreement dated March 2, 2007 between Sublessor and Sublessee) shall remain its property and may be removed from the Sublet Premises at the end of the Subleased Term. Sublessee shall deliver up the Sublet Premises, at the expiration or sooner termination of the term of this Sublease, in as good condition as they are now in and in a broom clean condition, ordinary wear, damage resulting from Sublessor's failure to repair, fire and other casualties excepted.

11. **ACCESS.** At all reasonable hours, the Sublet Premises shall be open to Prime Landlord and Sublessor, their agents and representatives for inspecting or for repairs, additions or alterations by either party.

12. **SUBLESSEE'S COVENANTS.** Sublessee covenants with Sublessor to hire the Sublet Premises and to pay the Rent therefor as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it shall not make alterations therein, nor use the same for any purposes but that hereinbefore authorized. Sublessee has inspected the Sublet Premises and accepts same in their present condition, without any warranties or

representations (expressed or implied) being relied upon and is relying upon its own inspection. Sublessee further covenants that this Sublease shall not be assigned, encumbered or otherwise transferred, and the Sublet Premises shall not be further sublet by Sublessee, in whole or in part, and Sublessee shall neither suffer nor permit any of the Sublet Premise to be used or occupied by others without the prior consent of Prime Landlord in each instance; provided however, that notwithstanding the foregoing, Sublessee has the right to sublet to or otherwise permit Nidec Motors and Actuators USA, Inc. ("Nidec") to occupy portions of the Sublet Premises during the Term of this Sublease.

13. **PRIME LEASE.**

(a) Notwithstanding that this Sublease is a sublease, Prime Landlord, Sublessor and Sublessee acknowledge that the terms and provisions of this Sublease shall not be subordinate to the Prime Lease but that this Sublease contains all of the terms and conditions which have been agreed to by the parties without reference to the Prime Lease.

(b) Notwithstanding anything contained to the contrary in the Prime Lease or in this Sublease, the parties agree that in the event of cancellation of the Prime Lease for any reason whatsoever, including the default of Sublessor, as tenant thereunder, or the surrender thereof, whether voluntary, involuntary or by operation of law, this Sublease shall not thereby be cancelled or terminated, but Sublessee shall make full and complete attornment to the Prime Landlord and the Prime Landlord shall recognize all of Sublessee's rights hereunder for the balance of the Sublease Term with the same force and effect as though this Sublease were originally made from the Prime Landlord to Sublessee hereunder.

(c) The Prime Landlord has executed his consent to this Sublease in order to evidence his acceptance and agreement to the foregoing provisions of this Paragraph 13.

14. **FIRE.** It is understood and agreed that if the Sublet Premises are damaged or destroyed in whole or in part by fire or other casualty during the term, Sublessor will repair and restore the same to good tenantable condition with reasonable dispatch, and the Rent herein provided for shall abate entirely in case the entire Sublet Premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the Sublet Premises are restored to a tenantable condition. If the Sublessee shall fail to adjust Sublessee's own insurance or to remove damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such delay. If Sublessee shall use any part of the Sublet Premises for storage during the period of repair a reasonable charge shall be made therefor against Sublessee. In case the Sublet Premises, or the Demised Premises shall be destroyed to the extent of more than one-half of the value thereof, Sublessor shall have the option to terminate this Sublease by written notice to Sublessee. In no event shall Sublessor be required to repair or replace Sublessee's merchandise, trade fixtures, leasehold improvements, business machines, equipment, freight or materials stored at the Sublet Premises.

15. **INDEMNITY.** Each of Sublessor and Sublessee (the "Indemnitor") shall hold the other and the Prime Landlord (the "Indemnitees") harmless from any damage to any property or injury to or death of any person arising in, on or upon the Demised Premises arising from the negligence or wrongful acts of the Indemnitor, its agents, contractors and/or employees (including in the case of, Sublessee, the negligence or wrongful acts of Nidec). The foregoing indemnity obligations shall include reasonable attorneys' fees, investigation costs and other reasonable costs and expenses incurred by the Indemnitees from the first notice that any claim or demand is to be made or may be made. The provisions of this Paragraph 15 shall survive the termination of this Sublease with respect to any damage, injury or death occurring prior to such termination.

16. **DEFAULT AND REENTRY.**

(a) If Sublessee shall be in default in performing any of the terms of this Sublease, Sublessor shall give Sublessee written notice of such default, and if Sublessee shall fail to cure such default within thirty (30) days after the receipt of such notice, or if the default is of such a character as to reasonably require more than thirty (30) days to cure, then if Sublessee shall fail, within said thirty (30) day period, to commence and thereafter proceed diligently to cure such default, then and in either of such events, Sublessor may (at its option and in addition to its other legal remedies) cure such default for the account of Sublessee, and any sum so expended by Sublessor plus interest shall be Rent for all purposes hereunder, and shall be paid by Sublessee with the next installment of Rent.

(b) If any Rent referred to in Paragraph 16(a) hereof shall be due and unpaid or Sublessee shall be in default upon any of the other terms of this Sublease, and such default has not been cured after notice and within the time provided in Paragraph 16(a) hereof, then Sublessor, in addition to its other remedies, shall have the immediate right of re-entry. Should Sublessor re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Sublessor may terminate this Sublease and recover from Sublessee (or from the Escrow Funds) all amounts due Sublessor hereunder

17. **QUIET ENJOYMENT.** Sublessor covenants that Sublessee, on payment of all Rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the Sublet Premises for the Term.

18. **EXPENSES.** The prevailing party in any lawsuit between Sublessor and Sublessee shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and costs.

19. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

20. **WAIVER.** One or more waivers of any covenant or condition by Sublessor or Sublessee shall not be construed as a waiver of a further breach of the same covenant or condition.

21. **NOTICES.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Sublessee at 4100 N. Atlantic Boulevard, Auburn Hills,

Michigan 48326 or to Sublessor, at the Demised Premises with a copy to the Manager, Real Estate Services, 5825 Delphi Drive, MC 480-410-174, Troy, Michigan 48098 or at such other place as may be designated by the parties from time to time.

22. **HAZARDOUS SUBSTANCES.** Sublessee shall not use, store, or dispose of any hazardous substances upon the Demised Premises, except use and storage of such substances if they are customarily used in Sublessee's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property. Notwithstanding anything herein contained to the contrary, Sublessor acknowledges that Sublessee's operation of the Sublet Premises in accordance with its prior practices shall not violate the provisions of this Paragraph 22.

23. **HOLDING OVER.** It is hereby agreed that if Sublessee holds over after the termination of this Sublease or the date to exclude the respective portion from the Sublet Premises as described in Paragraph 1 (including any holdover occupancy by Nidec), with respect to any portion of the Sublet Premises, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary and Sublessee shall pay as Rent for such portion of the Sublet Premises at the rate of \$.0417 per square foot per day plus \$3,800 per day for each day until the date such portion of the Sublet Premises are delivered to Sublessor

24. **SURRENDER.** Upon surrender, Sublessee shall promptly deliver all keys for the Sublet Premises to Sublessor at the place then fixed for notice. No surrender of the Sublet Premises by Sublessee, nor delivery of the keys therefor to Sublessor, nor acceptance by Sublessor of such surrender of keys, shall operate or be construed as relieving Sublessee of any of its obligations hereunder. This Sublease and the tenancy hereby created shall cease and terminate at the end of the original term hereof, and Sublessee hereby waives notice to move and agrees that Sublessor shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Sublet Premises from a tenant holding over to the same extent as if statutory notice were given.

All property, equipment, fixtures, and inventory including without limitation, all personal property, goods, improvements, fixtures and merchandise or any property owned or controlled by Sublessee left on the Demised Premises when Sublessee vacates shall be deemed to have been abandoned by Sublessee, and by such abandonment, Sublessee and any other person or corporation claiming through or under Sublessee, automatically relinquishes any right or interest therein and authorizes Sublessor to sell, dispose of, or destroy same. Sublessor shall have the exclusive right to retain all proceeds from any sale. Sublessee shall be liable to Sublessor for any reasonable costs of removal of Sublessee's property.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date set forth above.

Witness

Print Name:_____

SUBLESSOR:

Delphi Automotive Systems LLC

By:_____

Print Name:_____

Its:_____

Witness

Print Name:_____

SUBLESSEE:

Valeo Electrical Systems, Inc.

By:_____

Print Name:_____

Its:_____

The Prime Landlord hereby consents to the foregoing Sublease and specifically to the provisions of Paragraphs 13(a) and (b) of such Sublease.

Witness

The Metcalf Family Living Trust,
dated June 11, 1993

Print Name: _____

By: _____

Print Name: _____

Its: _____

EXHIBIT H

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") made and entered into on April __, 2007, among LAWYERS TITLE INSURANCE CORPORATION (the "Escrow Agent"), DELPHI AUTOMOTIVE SYSTEMS LLC, a Delaware limited liability company ("Sublessor"), and VALEO ELECTRICAL SYSTEMS, INC., a Delaware corporation ("Sublessee"), is based upon the following:

A. Sublessor and Sublessee entered into a Real Property Purchase Agreement, dated March 2, 2007 (the "Purchase Agreement"), with respect to the sale of real property that is located in the City of Auburn Hills, Oakland County, State of Michigan (the "State") (the "Property").

B. Sublessor assigned its rights under the Purchase Agreement to Metcalf Family Trust ("Prime Landlord") pursuant to an Assignment and Assumption Agreement dated March 2, 2007. Sublessor and Prime Landlord executed a Lease Agreement for the Property dated March 2, 2007.

C. Sublessor and Sublessee entered into a Sublease Agreement (the "Sublease") for Sublessee's post-closing occupancy of a portion of the Property (the "Premises").

D. Pursuant to Paragraph 4 of the Sublease, Sublessor and Sublessee agreed to enter into an escrow agreement with Escrow Agent pursuant to which Sublessee will deposit with Escrow Agent an amount equal to Eight Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$880,250.00) representing the total rent payable by Sublessee during the term of the Sublease (as calculated based on a 360-day year) plus One Hundred Thousand Dollars (\$100,000) (the "Sublease Escrow Funds").

E. The Sublease Escrow Funds are to be disbursed for the payment of the Rent under the Sublease in accordance with this Escrow Agreement.

F. Escrow Agent has agreed to receive, hold and return or release the Sublease Escrow Funds in the manner set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions contained in this Escrow Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Escrow Agreement agree as follows:

1. Defined Terms.

(a) Terms used in this Escrow Agreement with initial capital letters and not otherwise defined in this Escrow Agreement have the meaning ascribed to them in the Sublease.

(b) Seller and Purchaser agree that the Sublease Escrow Funds are equal to Eight Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$880,250.00). Such amount has been computed as if Tenant occupied the entire Premises for the full term for each respective portion thereof as provided in the Sublease; however, Sublessor and Sublessee acknowledge that Sublessee may vacate portions of the Premises prior to the expiration of the full term of the Sublease with respect thereto, in which event the portion of the Sublease Escrowed Funds applicable to the unused term will be returned to Sublessee as herein provided.

2. Appointment of Escrow Agent. Sublessor and Sublessee appoint Escrow Agent as their escrow agent for the purposes set forth in this Escrow Agreement, and Escrow Agent accepts such appointment.

3. Delivery of Post Closing Escrowed Funds. On the date of this Agreement, Sublessee has delivered to Escrow Agent the Sublease Escrow Funds.

4. Acceptance of Appointment by Escrow Agent. Escrow Agent confirms receipt of the Sublease Escrow Funds. Escrow Agent agrees to hold the Sublease Escrow Funds in a

federally-insured and interest-bearing account pursuant to the terms of this Escrow Agreement, with the interest earned thereon to be added to and become a part of the Sublease Escrow Funds. Escrow Agent agrees to hold and disburse the Sublease Escrow Funds and all accrued interest on the Sublease Escrow Funds in accordance with the terms and conditions of this Escrow Agreement.

5. Disposition of Sublease Escrow Funds. The Sublease Escrow Funds will be held and disbursed by Escrow Agent as follows:

(a) The Escrow Agent will disburse the Escrow Funds to the Sublessor pursuant to the following schedule ("Disbursement Schedule"):

(i) On the thirtieth (30th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(ii) On the sixtieth (60th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(iii) On the ninetieth (90th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(iv) On the one hundred and twentieth (120th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(v) On the one hundred and fiftieth (150th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, Seventy-one Thousand Two Hundred Fifty and 00/100 (\$71,250.00).

All payments called for under the Sublease shall be made without setoff or deduction, at Sublessor's office or at such other address as Sublessor may designate subject to Sublessee's right to vacate portions of the Premises prior to the expiration of the term for that portion of the Premises as set forth in the Sublease.

(b) If Sublessee vacates portions of the Premises prior to expiration of the term for that portion of the Premises as set forth in the Sublease, then at any time prior to the end of each respective period described above, Sublessee may provide Sublessor and the Escrow Agent a written notice ("Early Exit Notice") detailing (1) the reduction in the number of rentable square feet of the Premises, (2) the date of the number of rentable square feet of the Premises occupied on a daily basis during the preceding rental period, (3) the rent payable therefor (at the rate of \$.0417 per square feet per day) ("Revised Rental Amount") and (4) the adjusted "Disbursement Schedule" for the remainder of the Term of the Sublease.

(c) Within ten (10) days after receipt of such Early Exit Notice, the Escrow Agent shall pay the Revised Rental Amount due pursuant to such notice to Sublessor. If Sublessee fails to so provide such notice prior to the end of each period described above, the Escrow Agent shall pay the amount due Sublessor pursuant to the above disbursement of Sublease Escrow Funds.

(d) If Sublessee holds over after the termination of the term of the Sublease or the date to exclude the respective portion from the Sublet Premises as described in Paragraph 1 of the Sublease with respect to any portion of the Sublet Premises, thereafter the tenancy shall be from month-to-month in the absence of a written agreement to the contrary, and then at any time prior to the end of each respective period described above or within ten (10) days after the end of a month of holdover tenancy, Sublessor may provide Sublessee and the Escrow Agent a written notice ("Holdover Notice") detailing (1) the number of rentable square feet of the Premises in which Sublessee held over on a daily basis during either the preceding rental period or preceding month, and (2) the rent payable therefor (a the rate of \$0.0417 per square foot per day plus \$3,800 per day) ("Holdover Amount").

(e) Within ten (10) days after receipt of such Holdover Notice, the Escrow Agent shall pay the Holdover Amount (plus any amount owed pursuant to the Disbursement Schedule in Paragraph 5(a)).

(f) Upon Sublessee's vacation of the entire Premises, Sublessee shall deliver a written notice to the Escrow Agent and Sublessor notifying them of Sublessee's vacation of the Premises. Escrow Agent shall pay the rent due Sublessor for such period and the balance of the Sublease Escrow Funds, if any, shall be paid to Sublessee.

(g) Notwithstanding the provisions of Paragraph 5(a), (b) and (c) hereof:

(i) If the Escrow Agent has not received an Early Exit Notice from Sublessee or Holdover Notice from Sublessor with respect to any period, the Escrow Agent shall pay to Sublessor the amount for such period payable with respect to the period described in the Disbursement Schedule above.

(ii) Notwithstanding such Early Exit Notice from Sublessee and payment of such Revised Rental Amount by the Escrow Agent or Holdover Notice for Sublessor and payment of such Holdover Amount by Escrow Agent, Sublessor shall have the right to contest Sublessee's Early Exit Notice and Sublessee shall have the right to contest Sublessor's Holdover Notice for any respective period (or month during a holdover period) by written notice to the other party and the Escrow Agent within ten (10) days after receipt of Sublessee's Early Exit Notice or Sublessor's Holdover Notice with respect to such period. If Sublessor or Sublessee fail to so provide such notice within such ten (10) day period, the other party's notice shall be conclusive. If Sublessor or Sublessee provides such notice in a timely manner, Sublessor and Sublessee shall use good faith efforts to resolve such matter and the Escrow Agent shall continue to hold the disputed amount as provided in Paragraph 6 hereof. Any undisputed amount shall be released to Sublessor and Sublessee as provided in Paragraphs 5(a)-(f) hereof.

6. Limitation on Escrow Agent's Liability. Except for Escrow Agent's willful default or misconduct or negligence, Escrow Agent will have no liability under this Escrow Agreement as long as it performs its obligations under this Escrow Agreement in good faith. In the event of a dispute as to the disposition of the Sublease Escrow Funds, Escrow Agent is authorized and directed to do either of the following (the determination of which will be made by Escrow Agent in

its sole discretion): (i) file an interpleader action as provided by law, in which event Escrow Agent will be released from any further liability under this Escrow Agreement, or (ii) hold the Sublease Escrow Funds until Escrow Agent receives an order of a court of competent jurisdiction or written instructions from both Sublessor and Sublessee directing the disposition of the Sublease Escrow Funds. Sublessor and Sublessee, jointly and severally, agree to reimburse Escrow Agent for any and all expenses, including reasonable attorneys' fees, which Escrow Agent may incur as a result of any legal proceedings affecting this Escrow Agreement or the performance of Escrow Agent's duties, provided that as between Sublessor and Sublessee, the non-prevailing party in any dispute between Sublessor and Sublessee that results in expenses being incurred by Escrow Agent under this Escrow Agreement will be responsible for such expenses. Upon the performance of the services described above, Escrow Agent will be released and acquitted from any further liabilities concerning this Escrow Agreement, it being expressly understood that such liability in any event is limited by the terms and conditions set forth in this Escrow Agreement.

7. Notices. All notices or other communications provided for under this Escrow Agreement must be in writing and signed on behalf of the party that sends the notice or other communication. Notices and other communications must be personally delivered, sent by certified or registered mail, return receipt requested, or sent by a reputable national overnight delivery service, and will be effective upon the earlier of receipt or refusal or failure to accept receipt if sent to the following addresses:

If to Escrow Agent:	Land America/Lawyers Title Corporation 1050 Wilshire Drive Troy, Michigan 48084 Attention: Steve Nadolski
If to Sublessor:	Delphi Automotive Systems LLC 5825 Delphi Drive MC: 480-410-174 Troy, Michigan 48098 Attention: Jeffrey Beaudoen, Manager, Real Estate Services

With a Copy to: Delphi Automotive Systems
5725 Delphi Drive
MC: 483-400-603
Troy, Michigan 48098
Attention: Deputy General Counsel
Transactional & Restructuring

If to Sublessee: Valeo Electrical Systems, Inc.
4100 North Atlantic Boulevard
Auburn Hills, Michigan 48326
Attention: Francoise Colpron
email: francoise.colpron@valeo.com

With a Copy to: Honigman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, Michigan 48226
Attention: E. Todd Sable, Esq.
(313) 465-7549 (Fax)
(313) 465-7548 (Voice)
email: tsable@honigman.com

Each party may change its address from time to time by delivering notice to each of the other parties in any manner described above.

8. Applicable Law. This Agreement will be interpreted and enforced according to the laws of the State of Michigan.

9. Counterparts. This Escrow Agreement may be executed in counterparts, each of which will constitute an original although not fully executed, but all of which when taken together, will constitute but one agreement. Delivery by facsimile of this Escrow Agreement or an executed counterpart of this Escrow Agreement will be deemed a good and valid execution and delivery of this Escrow Agreement.

10. Entire Agreement. This Escrow Agreement and the Sublease represent the entire understanding between the parties with respect to the subject matter of this Escrow Agreement, and all prior agreements and understandings between the parties with respect to the subject matter of this Escrow Agreement are merged in this Escrow Agreement. Any amendment, modification, or

waiver of any obligation under this Escrow Agreement must be in writing and signed by the parties that are to be bound by the applicable amendment, modification or waiver.

11. Successors and Assigns. This Escrow Agreement will be binding upon and inure to the benefit of the parties to this Escrow Agreement and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

DELPHI AUTOMOTIVE SYSTEMS LLC,
a Delaware limited liability company

By:_____

Its: Authorized Signatory

VALEO ELECTRICAL SYSTEMS, INC.,
a Delaware corporation

By:_____

Its:_____

LAWYERS TITLE INSURANCE
CORPORATION

By:_____

Its:_____

EXHIBIT I
CERTIFICATE OF TRANSFEROR
(FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, the transferee of certain real property located 3000 University Drive, Auburn Hills, Michigan that withholding of tax is not required upon the disposition of such U.S. real property interest by the undersigned ("**Transferor**"), the undersigned certifies the following on behalf of Transferor:

- I. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- II. Transferor's U.S. tax identification number is _____; and
- III. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 2007.

Transferor:

By: _____

Print Name: _____

Its: _____

EXHIBIT J

WATER DAMAGE CONSULTANTS' RECOMMENDATIONS

1.	09-28-2001	Air Analysis & Consulting Report No. 012009-D
2.	10-02-2001	Air Analysis & Consulting Report No. B-05969
3.	10-02-2001	Air Analysis & Consulting Report No. CR-010110-E
4.	10-19-2001	Air Analysis & Consulting Report No. 011510-E
5.	10-19-2001	MEA Project No. 2451
6.	12-04-2001	MEA Project No. 2451 (b)
7.	02-26-2002	MEA Air Sample Data (no report)
8.	07-19-2002	SME Project No. PG41597
9.	10-04-2002	BDN Air Sample Data and Analysis
10.	01-09-2003	NTH Project No.: 16-021141-00
11.	07-31-2003	NTH Project No.: 16-021141-01
12.	12-10-2003	NTH Project No.: 16-021141-03
13.	04-12-2004	NTH Project No.: 16-040238-00
14.	11-05-2004	NTH Project No.: 16-041067-00

Exhibit B

EXECUTION COPY 03/02/2007

LEASE AGREEMENT

Between

The Metcalf Family Living Trust dated June 11, 1993

as Lessor

and

Delphi Automotive Systems LLC

as Lessee

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THIS LEASE AGREEMENT, dated as of [_____] (this "Lease"), is made between The Metcalf Family Living Trust dated June 11, 1993 ("Lessor"), and Delphi Automotive Systems LLC, a Delaware limited liability company (herein, together with any entity succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called the "Lessee").

BACKGROUND

On _____, 2007, Lessee and Valeo Electrical Systems, Inc. (the "Seller") executed a Purchase and Sale Agreement (the "PSA") regarding the purchase by Lessee of the Premises (as defined below). Lessee and Lessor executed an Assignment Agreement whereby Lessee assigned its interest as Buyer, in and to the PSA and Assignee has agreed to accept such assignment and assume the obligations of Buyer under the PSA.

ARTICLE I

Section 1.01. Lease of Premises; Title and Condition. In consideration of the rents and covenants herein stipulated to be paid and performed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises (the "Premises") consisting of:

(a) that parcel of land located in Auburn Hills, Michigan and more particularly described in Schedule A attached hereto and made a part hereof (the "Land");

(b) all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Land and all plumbing, gas, electrical, ventilating, lighting and other utility systems, ducts, hot water heaters, oil burners, domestic water systems, elevators, escalators, canopies, air conditioning systems and all other building systems and fixtures attached to or comprising a part of the buildings but excluding all personal property now or hereafter belonging to Lessee and Severable Property (as defined in Section 3.01 hereof) (collectively, the "Improvements"); and

(c) all of Lessor's right, title and interest, if any, in and to all easements, rights-of-way, appurtenances and other rights and benefits associated with the Land and to all public or private streets, roads, avenues, alleys or passways, open or proposed, on or abutting the Land (the "Agreements") (all of the foregoing being included within the term "Land").

The Premises are leased to Lessee subject to Permitted Exceptions listed in Schedule A.

Section 1.02. Use. Lessee may use the Premises for any lawful purpose, provided such use shall not diminish the value of the Premises or constitute a nuisance. Lessor acknowledges that Lessee's current use of the Premises does not diminish the value of the Premises or constitute a nuisance.

Section 1.03. Term. This Lease shall be for an initial term of ten (10) years beginning on the later of (a) the date hereof (b) the date on which possession of the Premises is delivered to Lessee pursuant to this Lease, or (c) the "Closing Date" of the sale of the Premises from the Seller to Lessor as defined in the PSA (the "Commencement Date") and ending at midnight on the tenth anniversary of the Commencement Date (the "Primary Term"). The time period during which this Lease shall actually be in effect, including the Primary Term and any Extended Term (as defined in Section 1.04) for which the right to extend is exercised, as any of the same may be terminated prior to their scheduled expiration pursuant to the provisions hereof, is sometimes referred to herein as the "Lease Term."

Section 1.04. Options To Extend the Term. Unless an Event of Default (as defined herein) has occurred and is continuing at the time any option is exercised, Lessee shall have the right and option to extend the Lease Term for two (2) additional periods of five (5) years each, each commencing at midnight on the day on which the then existing term of this Lease expires (an "Extended Term"), unless this Lease shall have expired or been terminated pursuant to any provision hereof. The Primary Term and any Extended Term shall commence and expire on the dates set forth in Schedule B. Prior to exercising its option to extend the Lease Term for each of the Extended Terms, Lessee shall first give Lessor written notice (the "Rental Determination Notice") at any time not more than fifteen (15) or less than nine (9) months prior to the expiration of the then existing Term or Extended Term of Lessee's intent to determine the Adjusted Fair Market Rental (as defined in Section 1.05). Thereafter, the parties shall begin the determination of the Adjusted Fair Market Rental for the Premises for such Extended Term pursuant to subsection 1.05(d). After the Adjusted Fair Market Rental for the immediately succeeding Extended Term is determined pursuant to the terms of subsection 1.05(d), Lessee may exercise its option to extend the Lease Term by delivering to Lessor a written instrument of exercise of option no later than six (6) months prior to the expiration of the then existing Lease Term; provided that, if such Adjusted Fair Market Rental value has not been so determined at least 30 days prior to the date by which Lessee must deliver such extension notice, Lessee shall have an additional 45 days after determination thereof within which to make such delivery. Upon the delivery of the written instrument of exercise referred to in the immediately preceding sentence, as applicable, the Lease Term shall be automatically extended for the next succeeding Extended Term on the terms and conditions provided herein. Upon the request of Lessor or Lessee, the parties hereto will, at the expense of Lessee, execute and exchange an instrument in recordable form setting forth the extension of the Lease Term in accordance with this Section 1.04.

Section 1.05. Rent.

(a) During the Primary Term, Lessee shall pay the amounts set forth in Schedule B and during any Extended Term the amount determined in accordance with subsection 1.05(b) and also set forth on Schedule B, as basic rent for the Premises ("Basic Rent"). Notwithstanding anything to the contrary herein, Lessee shall have no obligation to pay Basic Rent for the first full month following the Commencement Date. Lessee shall pay Basic Rent to Lessor, at Lessor's address as set forth herein, at such other address or to such other person as Lessor from time to time may designate in writing or, if Lessor and Lessee mutually elect, Lessee shall pay Basic Rent via wire transfer to an account specified by Lessor. Lessor shall give Lessee not less than

15 days' prior written notice of any change in the address to which such payments are to be made. If the party entitled to receive Basic Rent or such party's address shall change, Lessee may, until receipt of notice of such change from the party entitled to receive Basic Rent immediately preceding such change, continue to pay Basic Rent and additional charges to the party to which, and in the manner in which, the preceding installment of Basic Rent or additional charges, as the case may be, was paid. Such annual rentals shall be payable in equal monthly installments in advance on the first day of each month. Any rental payment made with respect to a period which is less than one month shall be prorated by multiplying the then applicable monthly rental by a fraction the numerator of which is the number of days in such month with respect to which rent is being paid and the denominator of which is the total number of days in such month. Lessee shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent, additional charges and any other sum due hereunder when due and payable, without notice or demand. Under the terms of this Lease, Lessee is not required to pay any separate management or administration fee to Lessor.

(b) . During the Extended Terms hereof, Lessee shall pay to Lessor as Basic Rent for the Premises, without any prior demand therefor, an amount per annum equal to the Adjusted Fair Market Rental (as hereinafter defined). Such amounts shall be payable in equal monthly installments in advance on the first day of each month during the applicable Extended Term.

(c) Intentionally Omitted.

(d) The term "Adjusted Fair Market Rental" as used herein shall mean an amount equivalent to ninety-five percent (95%) of the then current fair market rate of rentals received for a triple net lease structure in the general market area in which the Premises are located for similar buildings of comparable characteristics, including, but not limited to, age, condition and classification. Following delivery of the Rental Determination Notice, the Adjusted Fair Market Rental shall be determined mutually by Lessor and Lessee within 30 days after Lessor's receipt of the Rental Determination Notice or, if no mutual determination is made, by the following procedure: not more than 40 days after Lessor's receipt of the Rental Determination Notice, the parties shall attempt to agree upon an appraiser. If the parties agree upon an appraiser, the appraiser so selected shall appraise the Adjusted Fair Market Rental value of the Premises within 30 days after selection. If the parties fail to so agree upon the selection of one such appraiser within 40 days after Lessor's receipt of Lessee's Rental Determination Notice, Lessee and Lessor shall each designate, within 10 days from the end of such 40-day period, one appraiser to determine such Adjusted Fair Market Rental value. In the event either party fails to so select its own appraiser, the other party may obtain court appointment of an appraiser. The two appraisers so selected shall attempt to agree upon such Adjusted Fair Market Rental value of the Premises as at the date of said appraisal. In the event the two appraisers fail to agree upon the Adjusted Fair Market Rental value of the Premises within 90 days after Lessor's receipt of Lessee's Rental Determination Notice, the two appraisers shall meet and select a third appraiser within 20 days after the expiration of such 90-day period. In the event the two appraisers fail to so select a third appraiser, either party may obtain court appointment of such third appraiser. Within

30 days after the third appraiser is selected, the three appraisers so selected shall meet and attempt to agree upon such Adjusted Fair Market Rental value of the Premises as at the date of said appraisal. In the event the three appraisers fail to agree upon the Adjusted Fair Market Rental value of the Premises within 140 days after Lessor's receipt of Lessee's Rental Determination Notice, the third appraiser shall independently appraise the Adjusted Fair Market Rental value of the Premises within 10 days after such failure to agree, and the arithmetic mean of the three appraisals will be the Adjusted Fair Market Rental. All appraisers shall be members in good standing of the American Institute of Real Estate Appraisers or any organization succeeding thereto and have had not less than 10 years' experience with commercial real estate of the type of the Premises in the general market area where the Premises are located. Lessee and Lessor shall split the cost of all appraisals equally.

Section 1.06. Right of First Refusal. Lessor grants to Lessee the right of first refusal to purchase the Premises on the same terms and conditions as are stated in any offer for the sale of the Premises made by Lessor or submitted by a prospective purchaser and acceptable to Lessor (an "Offer"). Within five (5) business days after making or receiving any Offer, Lessor shall deliver to Lessee a true, correct and complete copy of the Offer. Lessee shall have thirty (30) days after Lessee receives the Offer to elect to purchase the Premises on the terms and conditions that are stated in the Offer. If Lessee does not exercise this right, Lessor may sell the Premises in accordance with the terms and provisions of the Offer during the six (6) month period after Lessee receives the Offer. If a sale in accordance with an Offer does not close within six (6) months after submission of the Offer, Lessee's right of first refusal herein shall be reinstated. The right of first refusal contained in this Section 1.06 shall not apply to a foreclosure or similar sale of the Premises by any holder of a mortgage on the Premises or to the granting of a deed in lieu of foreclosure by Lessor to such holder.

Section 1.07. Commencement and Memorandum of Lease Agreement:

The parties agree to execute a Commencement and Memorandum of Lease Agreement, in substantially the form attached hereto as Schedule C, setting forth the commencement, expiration, and anniversary dates of the Initial Term of the Lease and the commencement, expiration, and renewal notification dates of any renewal option(s). Lessee may record the Commencement and Memorandum of Lease Agreement at Lessee's expense. Neither party shall record the Lease or any portion thereof.

ARTICLE II

Section 2.01. Maintenance and Repair.

(a) Lessee acknowledges that it has received the Premises in good order and repair. Subject to Lessor's reimbursement obligations set forth in Section 2.01(b) below, Lessee, at its own expense, will maintain all parts of the Premises in good repair and condition and will take all action and will make all structural and nonstructural, changes and repairs which may be required to keep all parts of the Premises in good repair and condition (including, but not limited to, all painting, glass, utilities, conduits, fixtures and

equipment, foundation, roof, exterior walls, heating and air conditioning systems, wiring, plumbing, sprinkler systems and other utilities, and all paving, sidewalks, roads, parking areas, curbs and gutters and fences), except to the extent any of the foregoing are caused by the Lessor's gross negligence or intentional conduct. Other than due to Lessor's gross negligence or intentional conduct, Lessor shall not be required to maintain, repair or rebuild all or any part of the Premises. Subject to the foregoing, Lessee waives the right to require Lessor to maintain, repair or rebuild all or any part of the Premises or make repairs at the expense of Lessor pursuant to any Legal Requirement, Agreement, contract, covenant, condition or restrictions at any time.

(b) During any Extended Term, it is understood that capital repairs and replacements to the Premises made by Lessee during such Extended Term will be amortized in accordance with generally accepted accounting principles at the time such capital costs are incurred consistently applied over the useful life of the item so capitalized. The amount of capital costs to be paid by Lessee shall be limited to the portion of the amortized capital costs incurred during the remaining Lease Term in respect to useful life of the item so capitalized. If the useful life of item so capitalized exceeds the remaining Lease Term, Lessor shall pay the excess to Lessee by paying the entire amount of such excess to Lessee within thirty (30) days after presentation of an invoice. If Lessee exercises the second Extended Term and for any extended term of the Lease beyond the second Extended Term (whether pursuant to the extension rights in this Lease or pursuant to any additional extension agreed upon by Lessor and Lessee) and Lessor previously paid for a portion of the costs provided for in this Section, then Lessee shall pay to Lessor prior to the commencement of the new extended Term an amount equal to the amortized portion of the capital repairs and replacements paid by Lessor in the prior Extended Term, which are applicable to the following extended Term.

Section 2.02. Alterations, Replacements and Additions. Lessee may, at its expense, make additions to and alterations of the Improvements, and construct additional Improvements, including performing the work set forth in Schedule D, provided that (i) the fair market value, the square footage (other than, in each case, a *de minimis* amount) or the useful life of the Premises shall not be lessened thereby, (ii) such work shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies required to be maintained by Lessee hereunder, and (iii) Lessee shall have obtained Lessor's consent, provided that Lessor's consent shall not be required with respect to the work set forth on Exhibit D, although Lessor has the right to review the plans. In the event Lessee desires Lessor's determination that a proposed alteration, if completed in accordance with detailed plans and specifications submitted to Lessor, which are prepared by a licensed architect, shall not lessen the fair market value of the Premises or is not a structural alteration, Lessor shall advise Lessee of its determination within fifteen (15) days after Lessor receives such detailed plans and specifications for the alteration. Cosmetic, interior or nonstructural alterations that cost \$500,000 or less in any one project shall not require Lessor's prior written consent. All additions and alterations of the Premises, without consideration by Lessor, shall be and remain part of the Premises and the property of Lessor and shall be subject to this Lease.

ARTICLE III

Section 3.01. Severable Property. Lessee may, at its expense, install, assemble or place on the Premises and remove and substitute any items of machinery, equipment, furniture, furnishings or other personal property used or useful in Lessee's business and trade fixtures (collectively, the "Severable Property"), and title to same shall remain in Lessee. Lessor, on behalf of itself and any parties claiming through it, hereby (i) waives any right of distraint, landlord's lien, or any other interest, lien or claim Lessor may now have or hereafter obtain in such Severable Property whether by operation of law, contract or otherwise and (ii) agrees that Lessee may lease or enter into financing arrangements with respect to the Severable Property, and any lessor or lender of Severable Property may remove such Severable Property from the Premises within the time period provided for in Section 3.02 below, and may enter upon the Premises for such purpose, without hindrance or disturbance on the part of the Lessor. Lessor agrees, at the request of Lessee, to execute a waiver agreement, reasonably satisfactory to Lessee and Lessor, for the benefit of any present or future holder of a security interest in or lessor of any Severable Property.

Section 3.02. Removal. Lessee may remove the Severable Property at any time during the Lease Term. Any of Lessee's Severable Property not removed by Lessee prior to the expiration of the Lease or 30 days after an earlier termination shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor without obligation to account therefor. Lessee will repair at its expense all damage to the Premises necessarily caused by the removal of Lessee's Severable Property, whether effected by Lessee or by Lessor (unless this Lease has been terminated as a result of casualty or condemnation). The foregoing notwithstanding, Lessee's Severable Property shall not be considered abandoned unless and until Lessor shall have given to Lessee written notice and Lessee shall have failed to remove Lessee's Severable Property within five (5) days.

ARTICLE IV

Section 4.01. Lessee's Assignment and Subletting. Unless an Event of Default shall have occurred hereunder and be continuing, Lessee may, for its own account, assign this Lease or sublet or license the use of all or any part of the Premises for the Primary Term or any Extended Term (with respect to which such extension has previously been exercised) of this Lease. Each such assignment or sublease shall expressly be made subject to the provisions hereof. No such assignment or sublease shall modify or limit any right or power of Lessor hereunder or affect or reduce any obligation of Lessee hereunder, and all such obligations shall be those of Lessee and shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no subletting or assignment had been made, such liability of the Lessee named herein to continue notwithstanding any subsequent modifications or amendments of this Lease; provided, however, that (other than with respect to any modifications required by law or on account of bankruptcy or insolvency) if any modification or amendment is made without the consent of Lessee named herein (which consent shall not be unreasonably withheld or delayed), such modification or amendment shall be ineffective as against Lessee named herein to the extent, and only to the extent, that the same shall increase the obligations of Lessee, it being expressly agreed that (even if any such modification or amendment shall materially

increase the likelihood of a default by Lessee under this Lease) Lessee named herein shall remain liable to the full extent of this Lease as if such modification had not been made. Neither this Lease nor the Lease Term hereby demised shall be mortgaged by Lessee, nor shall Lessee mortgage or pledge its interest in any sublease of the Premises or the rentals payable thereunder. Any sublease made other than as expressly permitted by this Section 4.01 and any assignment of Lessee's interest hereunder made otherwise than as expressly permitted by this Section 4.01 shall be void. Lessee shall, within 20 days after the execution of any assignment or sublease, deliver a conformed copy thereof to Lessor. Notwithstanding anything herein to the contrary, Lessee shall be entitled to assign this lease in accordance with a confirmation plan approved by the Bankruptcy Court (as defined in Section 7.02 (a)).

Section 4.02. Transfer or Pledge by Lessor. Lessor shall be free to transfer its fee interest in the Premises or any part thereof or interest therein; subject, however, to the terms of this Lease. Any such transfer shall relieve the transferor of all liability and obligation hereunder (to the extent of the interest transferred) accruing after the date of the transfer and any assignee shall be bound by the terms and provisions of this Lease. Lessor shall be free to pledge or mortgage its interest in the Premises and this Lease on the condition that either (i) this Lease shall be superior to such pledge or mortgage or (ii) if Lessor elects to have this Lease be subordinate to the mortgage of any lender of Lessor, Lessee receives a subordination, nondisturbance agreement and attornment reasonably acceptable to Lessee from the holder of such pledge or mortgage.

Such subordination, non-disturbance and attornment agreement shall be executed by Lessor, the mortgagee, and any other persons claiming benefits under such Agreement, and shall provide (i) that the Lease is subordinate to the lien of any mortgage or mortgages upon the Premises, (ii) that the Lessee's right of possession will not be disturbed by the mortgagee in connection with any mortgage foreclosure proceedings so long as Lessee performs its obligations set forth in the Lease, (iii) that the Lessee shall attorn to the foreclosing mortgagee or purchaser at the foreclosure sale, and (iv) such other provisions which are acceptable to Lessee.

Lessor agrees that, in the event a mortgage is placed on the Land or the Premises and a collateral assignment of rents or leases is given as security for the loan, Lessee will be furnished with a copy of such collateral assignment.

ARTICLE V

Section 5.01. Net Lease.

(a) It is expressly understood and agreed by and between the parties that this Lease is a triple net lease, and the Basic Rent and all other sums payable hereunder to or on behalf of Lessor shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense.

(b) Except as otherwise expressly provided in the Lease, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected, by reason of any damage to or destruction of all or any part of the Premises from whatever cause, the taking of the Premises or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of Lessee's use of the Premises, or interference with such use by any private person or corporation, or by reason of any eviction by paramount title or otherwise, or Lessee's acquisition of ownership of the Premises otherwise than pursuant to an express provision of this Lease, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rent and all other charges payable hereunder to or on behalf of Lessor shall continue to be payable in all events and the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease. Nothing contained in this Section 5.01 shall be deemed a waiver by Lessee of any rights that it may have to bring a separate action with respect to any default by Lessor hereunder or under any other agreement.

(c) Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that Lessee will not take any action to terminate, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor or any assignee of Lessor in any such proceeding and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or of any assignee of Lessor in any such proceeding or by any court in any such proceeding.

(d) Except as otherwise expressly provided in this Lease, Lessee waives all rights now or hereafter conferred by law (i) to quit, terminate or surrender this Lease or the Premises or any part thereof or (ii) to any abatement, suspension, deferment or reduction of the rent, or any other sums payable hereunder to or on behalf of Lessor, regardless of whether such rights shall arise from any present or future constitution, statute or rule of law.

(e) Lessor covenants that during the Lease Term and provided that Lessee has performed and observed all of the covenants and conditions on its part to be performed and observed under this Lease, Lessee's quiet and peaceful enjoyment of possession of the Premises shall not be disturbed by Lessor or persons claiming by, through or under Lessor.

Section 5.02. Taxes and Assessments; Compliance With Law.

(a) Lessee shall pay, prior to delinquency: (i) all taxes, assessments, levies, fees, water and sewer rents and charges and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the Primary Term or any Extended Term hereof imposed or levied upon or assessed against or which arise with respect to (A) the Premises, (B) any Basic Rent,

additional rent or other sums payable hereunder, (C) this Lease or the leasehold estate hereby created or (D) the operation, possession or use of the Premises; (ii) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses, in each case relating to the Premises) imposed or levied upon, assessed against or measured by any Basic Rent, additional rent or other sums payable hereunder; (iii) all sales, value added, ad valorem, use and similar taxes at any time levied, assessed or payable on account of the acquisition, ownership, leasing, operation, possession or use of the Premises; and (iv) all charges of utilities, communications and similar services serving the Premises. Lessee shall be entitled to any abatement, refund or rebate made for any taxes, assessments, levies, fees or other amounts that are the responsibility of Lessee under this subsection 5.02(a). Lessee shall not be required to pay any tax resulting from the negligence or fraud of Lessor, any excess profits, franchise, estate, inheritance, transfer, income, capital gains or similar tax of Lessor; provided, however, that if, at any time during the Lease Term, the method of taxation shall be such that there shall be assessed, levied, charged or imposed on Lessor a capital levy or other tax directly on the rents received therefrom, or upon the value of the Premises or any present or future improvement or improvements on the Premises, then all such levies and taxes or the part thereof so measured or based shall be payable by Lessee, and Lessee shall pay and discharge the same as herein provided. Lessee will furnish to Lessor, promptly after demand therefor, proof of payment of all items referred to above which are payable by Lessee. If any such assessment may legally be paid in installments, Lessee may pay such assessment in installments; in such event, Lessee shall be liable only for installments which become due and payable with respect to any tax period occurring in whole or in part during the Lease Term hereof; provided, however, that all amounts referred to in this Section 5.02(a) for the fiscal or tax year in which the Lease Term shall expire shall be apportioned so that Lessee shall pay those portions thereof which correspond with the portion of such year as are within the Lease Term hereby demised.

(b) Lessee shall comply with and cause the Premises to comply with and shall assume all obligations and liabilities with respect to (i) all laws, ordinances and regulations and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, whether or not presently contemplated (collectively, "Legal Requirements"), applicable to the Premises or the ownership, operation, use or possession thereof and (ii) all agreements, contracts, insurance policies (including, without limitation, to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies), agreements, covenants, conditions and restrictions now or hereafter applicable to the Premises or the ownership, operation, use or possession thereof, including, but not limited to, all such Legal Requirements, contracts, agreements, covenants, conditions and restrictions which require structural, unforeseen or extraordinary changes; provided, however, that, with respect to any of the obligations of Lessee in clause (ii) above, Lessee shall not be required to so comply unless Lessee is either a party thereto or has given its written consent thereto, or unless the same is occasioned by Legal Requirements or Lessee's default (including any failure or omission by Lessee) under this Lease. Further, any such structural unforeseen or extraordinary changes will be amortized in accordance with generally accepted

accounting principles and the amount of the cost of such structural, unforeseen or extraordinary changes that Lessee is responsible for is limited to the remaining current lease term. At Lessor's option, Lessor will pay the cost of the entire structural, unforeseen or extraordinary changes and bill Lessee for the Lessee's portion in equal monthly installments, or Lessee shall pay the entire cost and Lessor shall reimburse Lessee for Lessor's portion within 30 days after presentation of an invoice from Lessee. Nothing in clause (ii) of the immediately preceding sentence or the following sentence shall modify the obligations of Lessee under Section 5.04 of this Lease. If Lessee exercises the second Extended Term and for any extended term of the Lease beyond the second Extended Term (whether pursuant to the extension rights in this Lease or pursuant to any additional extension agreed upon by Lessor and Lessee) and Lessor previously paid for a portion of the costs for structural, unforeseen or extraordinary changes provided for in this Section, then Lessee shall pay to Lessor prior to the commencement of the new extended Term an amount equal to the amortized portion of the costs for structural, unforeseen or extraordinary changes provided for in this Section paid by Lessor in the prior Extended Term, which are applicable to the following extended Term.

(c) After the occurrence and during the continuance of an Event of Default by Lessee under this Lease, and upon the request of Lessor, Lessee shall, in addition to and concurrently with the payment of Basic Rent as required in subsection 1.05(a) hereof, pay one-twelfth of the amount (as estimated by Lessor) of the annual taxes and assessments described in subsection 5.02(a) hereof and the annual premiums for insurance required in Section 6.03 hereof next becoming due and payable with respect to the Premises, and Lessee shall also pay to Lessor on demand therefor the amount by which the actual taxes and assessments and insurance premiums exceed the payment by Lessee required in this subsection.

Section 5.03. Liens. Lessee will remove and discharge any charge, lien, security interest or encumbrance upon the Premises or upon any Basic Rent, additional rent or other sums payable hereunder which arise from the acts of Lessee, including, without limitation, all liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Premises or by reason of labor or materials furnished to Lessee or for the Premises, but not including (i) the liens and encumbrances set forth in Schedule A, (ii) this Lease and any assignment hereof or any sublease permitted hereunder and (iii) any mortgage, charge, lien, security interest or encumbrance created or caused by Lessor or its agents, employees or representatives without the consent of Lessee. Lessee may provide a bond or other security reasonably acceptable to Lessor to remove or pay all costs associated with the removal of any such lien, provided the conditions of Section 5.05 shall be satisfied. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to or for the performance (on behalf of or for the benefit of Lessor) by any contractor, laborer, materialman or vendor, of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. Notice is hereby given that Lessor will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding an interest in the Premises or any part thereof through or under Lessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Lessor in and to the Premises.

Section 5.04. Indemnification. Except for the negligence, gross negligence or willful misconduct of the Lessor, Lessee shall defend all actions against Lessor with respect to, and shall pay, protect, indemnify and save harmless the Lessor from and against, any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, on the Premises, (ii) violation by Lessee of this Lease, (iii) use, act or omission of Lessee or its agents, contractors, licensees, sublessees or invitees and (iv) any contest referred to in Section 5.05 of this Lease. Lessor shall indemnify Lessee against all damages arising from Lessor's negligence, gross negligence and willful misconduct.

Section 5.05. Permitted Contests. Lessee, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, any Legal Requirement with which Lessee is required to comply pursuant to Section 5.02(b), or the amount or validity or application, in whole or in part, of any tax, assessment or charge which Lessee is obligated to pay or any lien, encumbrance or charge not permitted by Sections 2.01, 2.02, 5.02(a), 5.03 and 6.01, provided that (i) the commencement of such proceedings shall suspend the enforcement or collection thereof against or from Lessor and against or from the Premises, (ii) neither the Premises nor any rent therefrom nor any part thereof or interest therein would be in any danger of being sold, forfeited, attached or lost, (iii) Lessee shall have furnished such security, if any, as may be reasonably required in the proceedings and as may be required by Lessor, and (iv) if such contest be finally resolved against Lessee, Lessee shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon. Lessor, at Lessee's expense, shall execute and deliver to Lessee such authorizations and other documents as reasonably may be required in any such contest. Lessee shall indemnify and save Lessor harmless against any cost or expense of any kind that may be imposed upon Lessor in connection with any such contest and any loss resulting therefrom. Lessee shall not be in default hereunder in respect to the compliance with any Legal Requirement with which Lessee is obligated to comply pursuant to Section 5.02(b) or in respect to the payment of any tax, assessment or charge which Lessee is obligated to pay or any lien, encumbrance or charge not permitted by Section 2.01, 2.02, 5.02(a), 5.03 and 6.02 which Lessee is in good faith contesting pursuant to the terms of this Section 5.05.

Section 5.06. Environmental Compliance.

(a) For purposes of this Lease:

(i) the term "*Environmental Laws*" shall mean and include the Federal Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act and all applicable federal, state and local environmental laws, ordinances, rules, requirements, regulations and publications, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted and any and all other federal, state or local laws, ordinances, rules, requirements, regulations and publications, now or hereafter existing, relating to the preservation or regulation of the public health, welfare or

environment or the regulation or control of toxic or hazardous substances or materials; and

(ii) the term "*Regulated Substance*" shall mean and include any, each and all substances or materials now or hereafter regulated pursuant to any Environmental Laws, including, but not limited to, any such substance or material now or hereafter defined as or deemed to be a "regulated substance," "pesticide," "hazardous substance" or "hazardous waste" or included in any similar or like classification or categorization thereunder.

(b) Lessee shall:

(i) not cause or permit any Regulated Substance to be placed, held, located, released, transported or disposed of on, under, at or from the Premises in violation of Environmental Laws;

(ii) provide Lessor with written notice (and a copy as may be applicable) of any of the following within 10 days of receipt thereof: (A) any actual or threatened release by Lessee of any Regulated Substance in any way adversely affecting the Premises, which is in violation of Environmental Laws; (B) Lessee's receipt or submission, or Lessee's obtaining knowledge or notice of any kind, of any report, citation, notice or other communication from or to any federal, state or local governmental or quasi-governmental authority regarding any Regulated Substance in any way adversely affecting the Premises; or (C) Lessee's obtaining knowledge or notice of any kind of the incurrence of any cost or expense by any federal, state or local governmental or quasi-governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any kind of any Regulated Substance in any way adversely affecting the Premises, or of the filing or recording of any lien on the Premises or any portion thereof in connection with any such action or Regulated Substance in any way adversely affecting the Premises; and

(iii) in addition to the requirements of Section 5.04 hereof, except related to the gross negligence or willful misconduct of Lessor, defend all actions against Lessor and pay, protect, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature relating to any matters involving Environmental Laws, Regulated Substances or other environmental issues, but only to the extent relating to Lessee's operation of the Premises during the Term.

(c) The indemnities contained in this Section 5.06 shall survive the expiration or earlier termination of this Lease.

(d) In connection with any potential sale or financing of the Premises by Lessor during the term of this Lease, Lessor may, at its sole cost and expense, arrange for phase I environmental audits (as such term is defined now or hereafter by the

environmental remediation industry), to be conducted at the Premises, provided that any such audits are conducted in a manner so as not to unreasonably interfere with the conduct of Lessee's business on the Premises.

ARTICLE VI

Section 6.01. Condemnation and Casualty.

(a) **General Provisions.** Except as provided in Section 6.01(b), Lessee hereby irrevocably assigns to Lessor any award, compensation or insurance payment to which Lessee may become entitled by reason of Lessee's interest in the Premises (i) if the use, occupancy or title of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (collectively, a "Condemnation") or (ii) if the Premises or any part thereof is damaged or destroyed by fire, flood or other casualty ("Casualty"). All awards, compensations and insurance payments (or, in the event Lessee elects or is permitted to self insure pursuant to Section 6.02(c), any and all amounts to be paid by Lessee in lieu of such insurance payment) on account of any Condemnation or Casualty are herein collectively called "Compensation." Lessor may appear in any such proceeding or action to negotiate, prosecute and adjust any claim for any Compensation, and Lessor shall collect any such Compensation. Other than with respect to a Condemnation which results in the termination of this Lease pursuant to the terms hereof, Lessee shall pay all of Lessor's reasonable costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment. Lessee shall be entitled to participate in any such proceeding, action, negotiation, prosecution, appeal or adjustment as contemplated herein. Notwithstanding anything to the contrary contained in this Article VI, if permissible under applicable law, any separate Compensation made to Lessee, including any payments made pursuant to insurance policies, for Lessee's moving and relocation expenses, business interruption, anticipated loss of business profits, loss of goodwill or fixtures and equipment which the Lessee is responsible to insure and which are not part of the Premises (including, without limitation, the Severable Property) shall be paid directly to and shall be retained by Lessee (and shall not be deemed to be "Compensation"). All Compensation shall be applied pursuant to this Section 6.01, and all such Compensation (less the expense of collecting such Compensation) is herein called the "Net Proceeds."

(b) **Substantial Condemnation.** If a Condemnation shall, in Lessee's good faith judgment, affect all or a substantial portion of the Premises and shall render the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, then Lessee may, not later than 60 days after a determination has been made as to when possession of the Premises must be delivered with respect to such Condemnation, deliver to Lessor (i) notice of its intention ("Notice of Intention") to terminate this Lease on the next rental payment date which occurs not less than 90 days after the delivery of such notice (the "Condemnation Termination Date"), (ii) a certificate of an authorized officer of Lessee describing the event giving rise to such termination and stating that Lessee has determined that such Condemnation has rendered the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, and (iii) documentation or a

certificate to the effect that termination of this Lease will not be in violation of any agreement in effect as of the Condemnation Termination Date with which Lessee is obligated to comply pursuant to this Lease. This Lease shall terminate on the Condemnation Termination Date, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have arisen on or prior to the Condemnation Termination Date, upon payment by Lessee of all Basic Rent, additional rent and other sums due and payable hereunder up to and including the Condemnation Termination Date, and the Net Proceeds shall belong to Lessor. In the event Lessee does not deliver the Notice of Intention to Lessor, Lessor shall permit so much of the Net Proceeds as may be necessary to be utilized by Lessee to repair or restore the Premises.

(c) ***Substantial Casualty During Extended Term.*** If a Casualty shall, in Lessee's good-faith judgment, affect all or a substantial portion of the Premises during an Extended Term, if any, and shall render the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, then Lessee may, not later than 150 days after such Casualty, deliver to Lessor (i) notice of its intention to terminate this Lease on the next rental payment date which occurs not less than 60 days after the delivery of such notice (the "Casualty Termination Date"), (ii) a certificate of an authorized officer of Lessee describing the event giving rise to such termination and stating that Lessee has determined that such Casualty has rendered the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, and (iii) documentation or a certificate to the effect that termination of this Lease will not be in violation of any agreement then in effect with which Lessee is obligated to comply pursuant to this Lease. Upon payment by Lessee of all Basic Rent, additional rent and other sums then due and payable hereunder to and including the Casualty Termination Date, this Lease shall terminate on the Casualty Termination Date except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have arisen on or prior to the Casualty Termination Date, and the Net Proceeds shall be paid to and shall belong to Lessor.

(d) ***Less Than Substantial Condemnation or Any Casualty During the Primary Term.*** If, after a Condemnation or Casualty, Lessee does not give or does not have the right to give notice of its intention to terminate this Lease as provided in subsection 6.01(b) or (c), then this Lease shall continue in full force and effect and Lessee shall, at its expense, rebuild, replace or repair the Premises in conformity with the requirements of Sections 2.01, 2.02 and 5.03 so as to restore the Premises (in the case of Condemnation, as nearly as practicable) to the condition and character thereof immediately prior to such Casualty or Condemnation. To the extent the Net Proceeds with respect to any Casualty or Condemnation are less than \$500,000, such amount shall be paid to Lessee to be used to rebuild, replace or repair the Premises in a lien-free and good and workmanlike manner. To the extent the Net Proceeds from any Casualty or Condemnation are \$500,000 or greater, prior to any such rebuilding, replacement or repair, Lessee shall determine the maximum cost thereof (the "Restoration Cost"), which amount shall be acceptable to Lessor. The Restoration Cost shall be paid first out of Lessee's own funds to the extent that the Restoration Cost exceeds the Net Proceeds payable in connection with such occurrence, after which expenditure Lessee shall be entitled to receive the Net Proceeds, but only against (i) certificates of Lessee delivered to

Lessor from time to time as such work of rebuilding, replacement and repair progresses, each such certificate describing the work for which Lessee is requesting payment and the cost incurred by Lessee in connection therewith and stating that Lessee has not theretofore received payment for such work and (ii) such additional documentation as Lessor may reasonably require, including, but not limited to, copies of all contracts and subcontracts relating to restoration, architects' certifications, title policy updates and lien waivers or releases. Any Net Proceeds remaining after final payment has been made for such work and after Lessee has been reimbursed for any portions it contributed to the Restoration Cost shall be paid to Lessee. In the event of any temporary Condemnation, this Lease shall remain in full effect and Lessee shall be entitled to receive the Net Proceeds allocable to such temporary Condemnation, except that any portion of the Net Proceeds allocable to the period after the expiration or termination of the Lease Term shall be paid to Lessor. If the cost of any rebuilding, replacement or repair required to be made by Lessee pursuant to this subsection 6.01(d) shall exceed the amount of such Net Proceeds, the deficiency shall be paid by Lessee.

(e) ***Disbursement of Insurance Proceeds.*** Notwithstanding anything to the contrary contained in this Section 6.01, in case of any Casualty which does not result in a termination of this Lease and with respect to which the Net Proceeds are not to be paid directly to Lessee to rebuild, replace or repair the Premises, such Net Proceeds (excluding, however, proceeds payable or on account of Severable Property) shall be paid directly to a third party depository which shall be a title insurance company, bank, trust company, or other institution reasonably acceptable to Lessor and Lessee, and such Net Proceeds shall be, upon Lessee's request, remitted by such depository to Lessee or to the persons designated by Lessee for the costs of labor and materials as the work of repair, replacement and/or restoration progresses. The provisions set forth in Section 6.01(d) above shall be applicable with respect to the conditions governing disbursement of the Net Proceeds to Lessee. The depository shall be instructed to invest the deposited funds in an interest bearing account in a national bank or in short-term securities of the United States of America and all interest earned shall be deemed a part of the deposit.

Section 6.02. Insurance.

(a) Lessee may self-insure the insurance coverage referred to in this Section 6.02, provided that such self insurance program does not violate any applicable laws.

(b) The following terms and provisions shall apply:

(i) Lessee will maintain insurance on the Premises of the following character:

(A) Property insurance against all risks of direct physical loss, including loss by fire, lightning and other risks which at the time are included under "extended coverage" endorsements, which shall include flood insurance (if the Premises are located in a flood zone), in amounts sufficient to prevent Lessor and Lessee from becoming a coinsurer of any loss but in any event in amounts not less than 100% of the actual

replacement value of the Improvements, exclusive of foundations and excavations;

(B) General public liability insurance and/or umbrella liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, which insurance shall be written on an "occurrence basis," in the minimum amounts of \$5,000,000 for bodily injury or death to any one person, \$5,000,000 for any one accident and \$5,000,000 for property damage to others;

(C) Worker's compensation insurance (including employers' liability insurance, if requested by Lessor) to the extent required by the law of the state in which the Premises are located;

(D) Boiler and machinery insurance in respect of any boilers and similar apparatus located on the Premises in the minimum amount of \$500,000;

(E) During any period of construction on the Premises, builder's risk insurance on a completed value, non-reporting basis for the total cost of such alterations or improvements, and workers' compensation insurance as required by applicable law. This coverage may be provided by Lessee's all risk property insurance pursuant to Section 6.02(i) herein.

Such insurance shall be written by companies reasonably acceptable to Lessor and carrying an A.M. Best rating of "A-" or better, and with the exception of workers' compensation insurance, shall name Lessor as an additional insured as its interest may appear. Insurance required to be carried hereunder may be provided under blanket or global policies .

(ii) Every such property insurance policy (other than any workers' compensation policy) shall bear a mortgagee endorsement in favor of any mortgagee or beneficiary previously disclosed to Lessee in writing (whether one or more, the "Mortgagee") under each mortgage, deed of trust or similar security instrument creating a lien on the interest of Lessor in the Premises (whether one or more, the "Mortgage"), and any loss under any such policy shall be payable to the Mortgagee which has a first lien on such interest (if there is more than one first Mortgagee, then to the trustee for such Mortgagees) to be held and applied by Mortgagee toward restoration pursuant to Section 6.01.

(iii) Lessee shall deliver to Lessor and Mortgagee upon request, copies of original or duplicate certificates of insurance, reasonably satisfactory to Lessor and Mortgagee evidencing the existence of all insurance which is required to be maintained by Lessee hereunder. Any insurance required hereunder may be provided under blanket policies.

(iv) Lessee hereby agrees to waive its insurer's rights of recovery against Lessor for loss of or damage to property or the property of others under its control.

(c) The requirements of this Section 6.02 shall not be construed to negate or modify Lessee's obligations under Section 5.04.

ARTICLE VII

Section 7.01. Conditional Limitations; Default Provisions.

(a) Any of the following occurrences or acts shall constitute an Event of Default under this Lease:

(i) If Lessee shall (A) fail to pay any Basic Rent as and when required to be paid by Lessee hereunder and such failure shall continue for five (5) business days after receipt of written notice thereof from Lessor (provided that Lessor shall not be obligated to give such notice more than two (2) times in any calendar year), (B) fail to pay any additional rent or other sum as and when required to be paid by Lessee hereunder and such failure shall continue for three (3) business days after receipt of written notice thereof from Lessor, or (C) fail to observe or perform any other provision hereof and such nonmonetary failure shall continue for 30 days after written notice to Lessee of such failure (provided that, in the case of any such failure which cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period, if Lessee shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such failure may be cured shall be extended for such period not to exceed 180 days as is necessary to complete the curing thereof with diligence);

(ii) If any representation or warranty of Lessee set forth in any certificate provided by Lessee pursuant to this Lease, shall prove to be incorrect in any material adverse respect as of the time when the same shall have been made in a way adverse to Lessor and Lessor shall suffer a loss or detriment as a result thereof, including, without limitation, the taking of any action (including, without limitation, the demise of the Premises to Lessee herein) in reliance upon such representation or warranty and, in each case, the facts shall not be conformed to the representation and warranty as soon as practicable in the circumstances (but in no event to exceed 30 days) after written notice to Lessee from Lessor of such inaccuracy and Lessor restored to the position it would have enjoyed had such representation or warranty been accurate at the time it was made; or

(iii) If the Premises shall have been abandoned and not maintained or secured in the manner required hereunder for a period of 30 consecutive days after written notice of such from Lessor to Lessee.

(b) If an Event of Default shall have happened and be continuing, Lessor shall have the right to give Lessee notice of Lessor's termination of the Lease Term. Upon the

giving of such notice, the Lease Term and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the Lease Term, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If an Event of Default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the Lease Term shall have been terminated pursuant to subsection 7.01(b), to reenter and repossess the Premises and the right to remove all persons and property (subject to Section 3.02) therefrom by summary proceedings, ejectment or any other legal action or in any lawful manner Lessor determines to be necessary or desirable. Lessor shall be under no liability by reason of any such reentry, repossession or removal. No such reentry, repossession or removal shall be construed as an election by Lessor to terminate the Lease Term unless a notice of such termination is given to Lessee pursuant to subsection 7.01(b) or unless such termination is decreed by a court.

(d) At any time or from time to time after a reentry, repossession or removal pursuant to subsection 7.01(c), whether or not the Lease Term shall have been terminated pursuant to subsection 7.01(b), Lessor may (but shall be under no obligation to) relet the Premises for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such conditions and for such uses as Lessor, in its absolute discretion, may determine. Lessor may collect any rents payable by reason of such reletting. Lessor shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting.

(e) No expiration or termination of the Lease Term pursuant to subsection 7.01(b), by operation of law or otherwise, and no reentry, repossession or removal pursuant to subsection 7.01(c) or otherwise, and no reletting of the Premises pursuant to subsection 7.01(d) or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, reentry, repossession, removal or reletting.

(f) In the event of any expiration or termination of the Lease Term or reentry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, Lessee shall pay to Lessor all Basic Rent, additional rent and other sums required to be paid by Lessee, in each case to and including the date of such expiration, termination, reentry, repossession or removal, and, thereafter, Lessee shall, until the end of what would have been the Lease Term in the absence of such expiration, termination, reentry, repossession or removal and whether or not the Premises shall have been relet, be liable to Lessor for, and shall pay to Lessor, as liquidated and agreed current damages: (i) all Basic Rent, all additional rent and other sums which would be payable under this Lease by Lessee in the absence of any such expiration, termination, reentry, repossession or removal, together with all expenses of Lessor in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses (including, without limitation, fees and expenses of appellate proceedings), employee's expenses,

alteration costs and expenses of necessary preparation for such reletting), less (ii) the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to subsection 7.01(d). Lessee shall pay such liquidated and agreed current damages on the dates on which rent would be payable under this Lease in the absence of such expiration, termination, reentry, repossession or removal, and Lessor shall be entitled to recover the same from Lessee on each such date.

(g) At any time after any such expiration or termination of the Lease Term or reentry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, whether or not Lessor shall have collected any liquidated and agreed current damages pursuant to subsection 7.01(f), Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all liquidated and agreed current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of (a) the aggregate of all Basic Rent for what would be the then unexpired Lease Term in the absence of such expiration, termination, reentry, repossession or removal, discounted at the rate of 5% per annum, over (b) the then fair rental value of the Premises, discounted at the rate of 5% per annum for the same period. If any law shall limit the amount of liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such law.

Section 7.02. Bankruptcy or Insolvency.

(a) On October 8, 2005 Delphi Corporation ("Delphi") and certain of its U.S. affiliates filed voluntary petitions for reorganization under chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and on October 14, 2005, three additional U.S. subsidiaries of Delphi filed voluntary petitions for reorganization under the Bankruptcy Code (collectively, the "Debtors"). The Debtors continue to operate their business as "debtors-in-possession" under the jurisdiction of the Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Court. This Lease and Lessor's and Lessee's respective obligations under this Lease are contingent upon approval by the Bankruptcy Court.

Section 7.03. Additional Rights of Lessor.

(a) No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by Lessor of any Basic Rent, additional rent or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless made in writing. Lessor shall be entitled to injunctive relief in case of the violation, or attempted

or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to Lessor by law or equity.

(b) Lessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have to redeem the Premises or to have a continuance of this Lease after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease, or after the termination of the Lease Term as herein provided, (ii) the benefits of any law which exempts property from liability for debt and (iii) Lessee specifically waives any rights of redemption or reinstatement available by law or any successor law.

(c) If an Event of Default on the part of Lessee shall have occurred hereunder and be continuing, then, without thereby waiving such default, Lessor may, but shall be under no obligation to, take all action, including, without limitation, entry upon the Premises, to perform the obligation of Lessee hereunder immediately and without notice in the case of any emergency as may be reasonably determined by Lessor and upon five business days' notice to Lessee in other cases. All reasonable expenses incurred by Lessor in connection therewith, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, those incurred in connection with any appellate proceedings), shall constitute additional rent under this Lease and shall be paid by Lessee to Lessor upon demand.

(d) If Lessee shall be in default in the performance of any of its obligations under this Lease beyond any applicable grace or cure period hereunder, Lessee shall pay to Lessor, on demand, all expenses actually incurred by Lessor as a result thereof, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, those incurred in connection with any appellate proceedings). If Lessor shall be made a party to any litigation commenced against Lessee and Lessee shall fail to provide Lessor with counsel approved by Lessor and pay the expenses thereof, Lessee shall pay all costs and reasonable attorneys' fees and expenses in connection with such litigation (including, without limitation, fees and expenses incurred in connection with any appellate proceedings).

(e) If Lessee shall fail to pay when due any Basic Rent, additional rent or other sum required to be paid by Lessee hereunder, Lessor shall be entitled to collect from Lessee as additional rent and Lessee shall pay to Lessor, in addition to such Basic Rent, additional rent or other sum, a late payment charge on the delinquency equal to the Late Rate. The Late Rate shall be the lesser of (i) that per annum rate of interest which exceeds by two percentage points the prime rate most recently published in the Wall Street Journal (or a comparable publication if the Wall Street Journal ever ceases publication) as the prime rate or (ii) the maximum rate permitted by applicable law, not to exceed 18%. In addition to all other remedies Lessor has hereunder, if Lessee shall fail to pay any Basic Rent, additional rent or other sum, as and when required to be paid by Lessee hereunder prior to the expiration for the period of payment pursuant to subsection 7.01(a)(i)(A), Lessor shall be entitled to collect from Lessee, and Lessee shall

pay to Lessor, as additional rent, an amount equal to 1% of the amount shown in the notice as unpaid. Lessor shall not exercise any late payment charge or interest penalty unless and until Lessor shall have given to Lessee written notice and Lessee shall have failed to remedy such non-payment within five (5) days, provided, however, Lessor shall not be obligated to give written notice of non-payment more than three (3) times in any 12-month period.

Nothing in this Lease will be construed to give Lessor the right to possession of any of Lessee's records, files, business records or customer names or records. Lessee shall have the right to vacate the Premises without being in default of this Lease, provided Lessee continues to otherwise comply with the terms of the Lease.

ARTICLE VIII

Section 8.01. Notices and Other Instruments. All notices, offers, consents and other instruments given pursuant to this Lease shall be in writing and shall be validly given when hand delivered or sent by a courier or express service guaranteeing overnight delivery or by telecopy, with original being promptly sent as otherwise provided above, addressed as follows:

If to Lessor: The Metcalf Family Living Trust dated June 11, 1993
2920 Rohrer Drive
Lafayette, CA 94549
Attn: David Metcalf
Facsimile: [_____]

With a copy to: Chris Hunter, Esq.
Morgan Miller Blair
1331 N. California Blvd., Suite 200
Walnut Creek, CA 94596

Facsimile: (925) 943-1106

If to Lessee: Delphi Automotive Systems LLC
5825 Delphi Drive, Troy, MI 48098
Attention: Operations Support Group - Director
Facsimile: 248.813.1422

With a copy to: Delphi Automotive Systems LLC
5725 Delphi Drive, Troy, MI 48098
Attention: Deputy General Counsel - Transactional &
Restructuring
Facsimile: 248.813.2491

Lessor and Lessee each may from time to time specify, by giving 15 days notice to each other party, (i) any other address in the United States as its address for purposes of this Lease and (ii) any other person or entity in the United States that is to receive copies of notices, offers,

consents and other instruments hereunder. Notices given in accordance with this Section 8.01 shall be deemed delivered on the day after they are sent.

Section 8.02. Estoppel Certificates.

Lessee shall, within thirty (30) days of receipt of written notice from Lessor, execute and deliver an estoppel certificate certifying, if true, that: (a) the Lease is in full force and effect and has not been modified or amended (or if modified or amended, describing the same); (b) the date Lessee accepted occupancy of the Premises; (c) the date to which Base Rent and additional rent has been paid; (d) to the best of Lessee's knowledge and belief and without due diligence investigation, the defenses or offsets thereto or defaults of Lessor under the Lease (or if none be claimed, stating that fact); and (e) such other matters as Lessor may reasonably request.

ARTICLE IX

Section 9.01. No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate, as well as the fee estate in the Premises or any interest in such fee estate.

Section 9.02. Surrender. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in good repair and condition except for any damage resulting from Condemnation or Casualty or normal wear and tear not required to be repaired by Lessee. The provisions of this Section and Article III shall survive the expiration or other termination of this Lease. All alterations, additions and improvements (other than the Severable Property) which shall have been made or installed by Lessee upon the Premises shall remain upon and be surrendered with the Premises as a part thereof, and Lessee shall have no obligation to restore the Premises to any previous condition.

Section 9.03. Assumption. In the event of a consolidation of Lessee with one or more entities where Lessee is not the surviving entity, the surviving entity shall deliver to Lessor, and any assignee of any interest of Lessor, an acknowledged instrument assuming all obligations, covenants and responsibilities of Lessee hereunder.

Section 9.04. Separability; Binding Effect; Governing Law. Each provision hereof shall be separate and independent, and the breach of any provision by Lessor shall not discharge or relieve Lessee from any of its obligations hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of Lessor to the same extent as if each such successor and assign were named as a party hereto. All provisions contained in this Lease shall be binding upon the successors and assigns of Lessee and shall inure to the benefit of and be enforceable by the permitted successors and assigns of Lessee in each case to the same extent as if each

successor and assign were named as a party hereto. This Lease shall be governed by and interpreted in accordance with the laws of the state in which the Premises are located.

Section 9.05. Table of Contents and Headings; Internal References. The table of contents and the headings of the various paragraphs and schedules of this Lease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Lease. Unless stated to the contrary, any references to any Section, subsection, Schedule and the like contained herein are to the respective Section, subsection, Schedule and the like of this Lease.

Section 9.06. Counterparts. This Lease may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been executed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be executed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument) and shall have been delivered by each of the parties to the other.

Section 9.07. Lessor's Liability. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that there shall be absolutely no personal liability on the part of any partner, director, member, officer, trustee or shareholder of Lessor, its successors or assigns with respect to any of the terms, covenants and conditions of this Lease, and any liability on the part of Lessor shall be limited solely to the Premises, such exculpation of liability to be absolute and without any exception whatsoever.

Section 9.08. Amendments and Modifications. Except as expressly provided herein, this Lease may not be modified or terminated except by a writing signed by Lessor and Lessee.

Section 9.09. Additional Rent. All amounts other than Basic Rent which Lessee is required to pay or discharge pursuant to this Lease, including the charge provided for by Section 7.03(e) hereof, shall constitute additional rent.

Section 9.10. Consent of Lessor. Except as specifically set forth in this Lease, all consents and approvals to be granted by Lessor shall not be unreasonably withheld or delayed. Any disputes regarding Lessor's refusal to grant any consent shall be subject to resolution, at Lessee's option, under the Expedited Procedures provisions of the Commercial Arbitration Rules of the American Arbitration Association (presently Rules 53 through 57); provided, however, that with respect to any such arbitration, (i) the list of arbitrators referred to in Rule 54 shall be returned within five (5) business days from the date of mailing, (ii) the parties shall notify the American Arbitration Association, by telephone, within four (4) days of any objections to the arbitrator appointed and will have no right to object if the arbitrator so appointed was on the list submitted by the American Arbitration Association and was not objected to in accordance with the second sentence of Rule 54, (iii) the Notice of Hearing referred to in Rule 55 shall be four (4) days in advance of the hearing, (iv) the hearing shall be held within seven (7) days after the appointment of the arbitrator, and (v) the arbitrator shall have no right to award damages. Judgment upon any decision rendered in any arbitration held pursuant to this Article shall be final and binding upon Lessor and Lessee, whether or not a judgment shall be entered in any

Court. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this Article, including the expenses and fees of any arbitrator selected by it in accordance with the provisions of this Article, and the parties shall share all other expenses and fees of any such arbitration. The arbitrators shall be bound by the provisions of this Lease, and shall not add to, subtract from or otherwise modify such provisions. Under no circumstances will Lessee be entitled to damages with respect to the failure to grant any consent or approval.

Section 9.11. Options. The options to extend the Primary Term or any existing Extended Term created in this Lease are personal to the original Lessee and any entity with which it may be merged or consolidated or shall succeed to a substantial portion of its assets and are exercisable only as long as this Lease is in effect and has not expired or been terminated.

Section 9.12. Schedules. Attached hereto are Schedule A, Schedule B, Schedule C and Schedule D referred to in this Lease, which Schedules are hereby incorporated by reference herein.

Section 9.13. Currency. All references in this Lease to money shall be to the currency of the United States of America.

Section 9.14. Waiver of Jury Trial. LESSOR AND LESSEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS LEASE, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS AMONG LESSEE OR LESSOR RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED BY THIS LEASE OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG LESSOR AND LESSEE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS LEASE, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS LEASE OR ANY RELATED TRANSACTIONS. IN THE EVENT OF LITIGATION, THIS LEASE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 9.15. Hold-Over. If Lessee occupies the Premises after the expiration of the Term, this Lease shall continue on a month-to-month basis; provided that, for the first three (3) months after the expiration of the Term, Lessee shall only remain liable for the payment of Base Rent and other charges under this Lease through the date Lessee vacates the Premises. If Lessee occupies the Premises for a period after the first three (3) months, the rental rate shall be increased to a rate not to exceed one hundred twenty-five percent (125%) of the Base Rent. Either party may cancel such tenancy upon thirty (30) days written notice to the other.

Section 9.16. Post-Closing Occupancy Rent. Lessor hereby assigns to Lessee any post-closing occupancy rent ("Valeo Rent") Lessor received from Valeo Electrical Systems, Inc. in connection with the Real Property Purchase and Sale Agreement between Valeo and Lessee, dated _____, as assigned by Lessee to Lessor, and will either (a) deliver any Valeo Rent received by Lessor to Lessee within five (5) business days of receipt by Lessor, or (b) will direct any third party escrow agent holding funds for the post-closing occupancy rent to deliver such Valeo Rent to Lessee.

Section 9.17. Signs. Lessee shall have exclusive sign rights for the Premises, exterior and interior, and shall have the right to erect and display signs on the Premises and on such other areas of the Premises as Lessor approves in Lessor's reasonable discretion. Lessee's signage shall comply with all Legal Requirements.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

LESSOR:

The Metcalf Family Living Trust dated June 11, 1993

By _____
Printed Name David Metcalf
Title Trustee

LESSEE:

Delphi Automotive Systems LLC, a Delaware limited liability company

By _____
Printed Name _____
Title _____

SCHEDULE A

PART I

LEGAL DESCRIPTION

A part of the West 1/2 of Section 13 and East 1/2 of Section 14, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, being described as: Commencing at the West 1/4 corner of Section 13; thence South 03 degrees 12 minutes 11 seconds East, 83.78 feet along the line between Sections 13 and 14, to a point on the Southerly line of University Drive, as proposed, thence along said line the following two courses: (1) Along a curve to the right 156.21 feet, said curve having a radius of 3,153.84 feet, central angle of 02 degrees 50 minutes 16 seconds and a long chord bearing of South 61 degrees 47 minutes 48 seconds West 156.19 feet, and (2) South 63 degrees 12 minutes 55 seconds West, 606.47 feet to the point of beginning on the West line of the proposed parkway; thence along said line along the following five courses: (1) South 26 degrees 47 minutes 05 seconds East, 44.69 feet, and (2) Along a curve to the left 328.13 feet, said curve having a radius of 350.00 feet, central angle of 53 degrees 42 minutes 55 seconds and a long chord bearing of South 53 degrees 38 minutes 32 seconds East, 316.24 feet, and (3) South 80 degrees 30 minutes 00 seconds East, 126.29 feet, and (4) Along a curve to the right 501.78 feet, said curve having a radius of 460.00 feet, central angle of 62 degrees 30 minutes 00 seconds and a long chord bearing of South 49 degrees 15 minutes 00 seconds East, 477.27 feet, and (5) South 18 degrees 00 minutes 00 seconds East, 380.06 feet; thence South 72 degrees 00 minutes 00 seconds West, 146.77 feet; thence South 15 degrees 00 minutes 00 seconds West, 155.13 feet; thence South 61 degrees 00 minutes 00 seconds West, 394.00 feet; thence South 77 degrees 45 minutes 54 seconds West, 205.62 feet; thence South 69 degrees 30 minutes 00 seconds West, 105.00 feet; thence South 84 degrees 30 minutes 00 seconds West, 173.00 feet; thence North 82 degrees 00 minutes 00 seconds West, 124.00 feet; thence North 64 degrees 30 minutes 00 seconds West, 285.00 feet; thence North 47 degrees 00 minutes 00 seconds West, 124.00 feet; thence North 20 degrees 55 minutes 47 seconds West, 175.78 feet to a point on the Easterly line of proposed road; thence along said line along the following two courses: (1) Along a curve to the left 664.23 feet, said curve having a radius of 770.00 feet, central angle of 49 degrees 25 minutes 32 seconds and a long chord bearing North 02 degrees 04 minutes 19 seconds West, 643.83 feet and (2) North 26 degrees 47 minutes 05 seconds West, 28.47 feet to a point on the Southerly line of University Drive, as proposed; thence North 63 degrees 12 minutes 55 minutes East, 769.65 feet to the point of beginning.

SCHEDULE A

PART II

PERMITTED EXCEPTIONS

1. Covenants and conditions set forth in a certain Deed recorded in Liber 10257, Page 184.
2. Maintenance Agreement and Easements, and the terms, conditions and provisions thereof, contained in Grant of Easement recorded in Liber 10257, Page 188.
3. Declaration of Covenants, Conditions and Restrictions recorded in Liber 10257, Page 157. Assignment of Covenant Rights to Chrysler Corporation, as contained in Liber 14122, Page 535.
4. Easement to Consumers Power Company for gas pipeline, as contained in Liber 14536, Page 565.
5. Agreements with Kasper Drain Drainage District, and the terms, conditions and provisions thereof, as contained in Liber 12488, Page 666, and Liber 12488, Page 671.
6. Grant of Easement to the Detroit Edison Company for electrical facilities, as contained in Liber 10856, Page 144.
7. Declaration of Restrictions of Use recorded in Liber 10257, Page 177.
8. Grant of Easements to the City of Auburn Hills for underground sanitary, storm and sewer lines, and the terms, conditions and provisions thereof, as contained in Liber 14076, Page 686.

SCHEDULE A

PART III

SEVERABLE PROPERTY

All apparatus, personal property, trade fixtures, inventory, equipment, machinery, fittings, furniture, furnishings, chattel, materials and supplies located on and used in, or related to Lessee's business or any entity claiming by, through or under Lessee, including, but not limited to, mainframe computers, kitchen equipment and telephone and similar systems and articles of personal property of every kind and nature whatsoever, and any additions, replacements, accessions and substitutions thereto or therefor, and all proceeds of all of the foregoing, or any part of the foregoing used or usable in connection with any present or future operation or letting (or subletting) of such leasehold interest or the activities at any time conducted thereon and now or hereafter owned by Lessee or by any sublessor or other person or entity using all or any part of the Premises by, through, or under (or with the express or implied consent of) Lessee.

SCHEDULE B

PART I

THE PRIMARY TERM AND EXTENDED TERMS

	<u>Term</u>	<u>Commencement</u>	<u>Expiration</u>
Primary Term:	10 Years	[April 30, 2007]	[April 29, 2017]
Extended Term:			
1st Extended Term:	5 Years	[_____]	[_____]
2nd Extended Term:	5 Years	[_____]	[_____]

SCHEDULE B

PART II

BASIC RENT

PRIMARY TERM

Dates	Total Monthly Rental
Month 1	\$ 0.00
Months 2 - 120	\$ 268,125.00

EXTENDED TERMS

Dates	Total Annual Rental
Years 11 - 15	Adjusted Fair Market Rental
Years 16 - 20	Adjusted Fair Market Rental

Lessee shall have no obligation to pay Basic Rent for the first full month following the Commencement Date.

SCHEDULE C

COMMENCEMENT AND MEMORANDUM OF LEASE AGREEMENT

AGREEMENT made as of the _____ day of _____, 200__, between The Metcalf Family Living Trust dated June 11, 1993 , with its principal address at _____, hereinafter referred to as Lessor, and Delphi Automotive Systems LLC, a Delaware limited liability company, with its principal address at 5725 Delphi Drive, Troy, Michigan 48098, hereinafter referred to as Lessee,

WITNESSETH:

That the Lease Agreement dated as of _____, 2007, between the parties hereto covering a 437,800 square foot building and the approximate 35-acres parcel on which the building is located, with an address of 3000 University Drive, Auburn Hills, Michigan, and on the real property described in Exhibit "A" attached hereto, for a Primary Term of ten (10) years is hereby amended as follows:

The Primary Term of the Lease shall be Ten (10) (10) years with the Commencement Date beginning _____, 200____, and the Primary Term expiring on _____, 200____.

The area of the Premises is amended to be defined as _____ square feet of rentable area of the Building.

It is understood and agreed that the Commencement, expiration, and notice dates for the renewal option(s) are as follows:

Renewal Period(s)	Notice Date	Commencement Date	Expiration Date
Five (5) years	_____	_____	_____
Five (5) years	_____	_____	_____

All capitalized terms used herein shall have the same definition as in the Lease.

As hereby amended, the Lease Agreement dated _____, 2007, is in all respects ratified and confirmed.

In the event this document is recorded, its recording is intended solely to give notice of the Lease and is not a complete summary of the terms and conditions thereof. Any successor in interest to the Lessor shall take the Lease subject to all the terms and conditions of same, as amended herein. Except as to the amendment made herein, this document shall not be used in interpreting provisions of the Lease.

IN WITNESS WHEREOF, the Lessor has signed and sealed this instrument this _____ day of _____, 200____, and the Lessee has signed and sealed this instrument this _____ day of _____, 200____.

In the presence of:

XXXXXXXXXXXXXXXXXXXX

BY XXXXXXXXXXXXXXXXXXXX

XXX

President

XXXXXXXXXXXXXXXXXXXX

ATTEST XXXXXXXXXXXXXXXXXXXX

XXX

Secretary

In the presence of:

XXXXXXXXXXXXXXXXXXXX

BY XXXXXXXXXXXXXXXXXXXX

XXX

XXXXXXXXXXXXXXXXXXXX

ATTEST XXXXXXXXXXXXXXXXXXXX

XXX

SCHEDULE D INITIAL IMPROVEMENTS

GENERAL SITE

Signage: Change signage to tenant specific.

Parking: Expand as required by local municipality, surface parking to accommodate additional tenants (approx 1400 total).

Security Systems: Replace security access system. Add exit door card readers.

OFFICE BUILDING (All Floors)

Enclosed Space: All floors to be laid out to maximize density necessitating the elimination/modification of existing enclosed space and/or the addition of enclosed office and conference space.

Finishes: All finishes will be similar to existing.

Interior Walls: Painted drywall with doors and trim to match existing.

Voice/Data Cabling: Remove existing cable and pull new.

LAB BUILDING

Enclosed Space: To be laid out to facilitate various light laboratory functions. Bench top analysis and fume hoods. Painted drywall construction or reconfigurable partitions will be utilized. Additional air handling equipment will be required for air exchanges.

Engine Dynamometers: Dynamometers will be anchored to the floor in a room consisting of masonry wall construction, safety glass for viewing, explosion proof fixtures and explosion relief panels on exterior walls. Fuel is delivered from a fuel farm external to the building by way of floor trenches. Dyno cells will be controlled through one central control room. 9 dyno cells will be installed. A floor mounted poured concrete mezzanine over the cells will house mechanical and electrical equipment.

Vehicle Dynamometers: 2 Vehicle dynamometers will be installed in floor pits approximately 8'x12' in a VEL (vehicle emission lab) room constructed of double block with a vapor barrier in between for humidity control. This facility will require the addition of significant air handling and humidity control equipment. 2 vehicle dynamometers will be installed in floor pits in a garage environment surrounded by reconfigurable metal skin partitions.

Garage: 8 garage access doors will be installed and a 10 bay garage space created with reconfigurable partitions. 8 floor mounted vehicle hoists will be installed. A vehicle exhaust system will be installed and makeup air as needed.

Piping: Test equipment throughout the lab space will be supplied from central gas, water, air and vacuum systems.

Electrical: Additional transformers as required to support lab functions.

Exhibit C

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made and entered into this 2nd day of March, 2007, by and between Delphi Automotive Systems LLC, a Delaware limited liability company (the "Assignor") and The Metcalf Family Living Trust dated June 11, 1993 (the "Assignee"), and provides as follows:

WITNESSETH:

WHEREAS, the Purchase and Sale Agreement dated as of March 2, 2007 (the "PSA") between Assignor, and Valeo Electrical Systems, Inc. (the "Seller") sets forth the terms by which Seller would agree to sell to Assignor certain premises consisting of approximately 437,800 square feet of building improvements located at 3000 University Drive, Auburn Hills, Michigan, (the "Property"), a copy of the PSA is attached hereto as **Exhibit A**; and

WHEREAS, Assignor has agreed to assign to Assignee its interest as Buyer, in and to the PSA and Assignee has agreed to accept such assignment and assume the obligations of Buyer under the PSA upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

1. **Assignment and Assumption of the PSA.** Assignor hereby assigns to Assignee all of Assignee's right, title and interest in and Assignee hereby assumes and agrees to pay, discharge, and perform Assignor's rights and obligations arising from and after the date hereof related to the PSA.
2. **Performance of Assigned Agreement.** Assignee shall be solely responsible for the performance of the obligations of Assignor related to the PSA from and after the date hereof and Assignee shall indemnify Assignor and hold it harmless from and against any and all claims, losses, damages, costs or expenses (including reasonable attorneys' fees) asserted against or incurred by Assignor due to any breach or default by Assignee related to the PSA from and after the date hereof. The foregoing notwithstanding, any credits, prepaid expenses, advance payments, deposits and prepaid items either paid by Assignor or accruing to the benefit of Assignor prior to the date hereof shall be excluded from this Agreement and shall benefit the Assignor. Assignor and Assignee agree that in the event that the parties are entitled to reimbursement pursuant to Section 6(b) of the PSA from Seller, Assignor shall be entitled to recover an amount equal to its actual and reasonable costs incurred in this transaction not to exceed Twenty Five Thousand Dollars and Assignee shall be entitled to recover an amount equal to its actual and reasonable costs incurred in this transaction not to exceed Fifty Thousand Dollars.
3. **Representations and Warranties.** Assignee represents and warrants to Assignor that:
 - (a) Assignee has full and lawful authority to accept assignment of and to agree to be bound by and perform all of the terms, covenants, obligations and conditions of the PSA on the part of the Buyer;

- (b) Assignee shall timely and faithfully observe and perform all the terms, covenants, and conditions of the PSA to be observed and performed on Buyer's part under the PSA; and
- (c) Assignee shall not amend the PSA without the prior written consent of Assignor, which Assignor may withhold in its sole and absolute discretion.

4. Default In the event Assignee shall do, or permit or suffer to be done, whether by action or inaction, anything contrary to any covenant or agreement on the part of Assignee herein contained, or shall fail in the keeping or performance of any of the covenants, agreements, terms, provisions, or conditions contained in the PSA which on the part of or behalf of Buyer are to be kept or performed, then the Assignee shall be considered in default hereunder and Assignor may, at its option, cure such default for the account of Assignee and any sum so expended by Assignor shall be paid by Assignee. Assignor, in addition to its other remedies, may terminate this Assignment, and Assignee shall nevertheless remain liable to Assignor for all sums due under this Assignment.

5. Inspection and Due Diligence.

(A) Assignee has completed its due diligence inspection of the Property and accepts the Property in its present condition. Between Assignee and Assignor, Assignee shall be deemed to have waived any objection to the Property and to have affirmed the PSA and elected to purchase the Property with no reduction in the Purchase Price. Assignee represents and warrants that it is qualified through experience and training to make such investigation of the condition of the Property, both as to the type of investigation and as to the extent of the investigation, and that if Assignee is not qualified to make such investigation Assignee has the investigation made by persons who are so qualified. In purchasing and accepting the Property in its present condition, Assignee represents that it will rely solely upon its own investigation and will not rely upon any investigation or disclosure of Assignor regarding the Property.

(B) Assignor shall not be obligated to conduct any inquiry or investigation regarding the condition of the Property in connection with this Assignment. The provisions herein shall survive the any closing of the sale of the Property to Assignee and execution of the Lease.

(C) Assignee will send the Approval Notice (as defined in the PSA) or Termination Notice (as defined in the PSA) upon Assignor's direction.

(D) Assignee will not send any notice either approving the condition of the Property (the "Approval Notice" as defined in the PSA) or a "Termination Notice" (as defined in the PSA), without Assignor's prior written approval. Notwithstanding anything to the contrary in this Assignment Agreement, if the Buyer's Conditions in the PSA are not timely satisfied: (i) Assignee shall have no obligation to deliver the Approval Notice; and (ii) may deliver the Termination Notice and receive its Deposit. If the Buyer's Conditions are timely satisfied, Assignor may require Assignee to send a

Termination Notice in Assignor's in sole and absolute discretion, in which case the entire Deposit shall be refunded to Assignee and Assignor shall reimburse Assignee for Assignee's actual and reasonable out-of-pocket expenses incurred in this transaction, with such expense reimbursement not to exceed a maximum of Fifty Thousand Dollars (\$50,000.00).

6. Post Closing Occupancy Rent. Assignee hereby assigns to Assignor the Buyer's rights to any post-closing occupancy rent from Seller as set forth in the PSA. Assignee shall deliver any such post-closing occupancy rent received by Assignee from Seller or shall direct any escrow agent holding funds for post-closing occupancy rent to Assignor.

7. Bill of Sale. Upon the Closing of the PSA, Metcalf will execute and deliver the Bill of Sale attached hereto as **Exhibit B**.

8. Notice. All notices under the this Assignment shall be in writing and sent by registered or certified mail, or by nationally recognized overnight courier, postage prepaid, as follows:

If to Assignor:

Delphi Automotive Systems LLC
5825 Delphi Drive
Troy Michigan 48095
Attn: Executive Director, Facility Services Group

with a required copy to:

Delphi Automotive Systems LLC
5725 Delphi Drive
Troy Michigan 48095
Attn: Deputy General Counsel – Transactional and Restructuring

If to Assignee:

The Metcalf Family Living Trust dated June 11, 1993
2920 Rohrer Drive
Lafayette, CA 94549
Attn: David Metcalf

With a copy to:

Chris Hunter, Esq.
Morgan Miller Blair
1331 N. California Blvd., Suite 200
Walnut Creek, CA 94596

Any party may change these persons or addresses to which notices are to be sent to it by giving notice as provided above. Notice shall be considered given and received upon receipt, or when receipt is rejected, by all persons and addresses to which notice is to be given.

9. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns. Assignee may not assign this agreement without Assignor's prior written consent.

(b) This Agreement shall be governed by the laws of the State of Michigan without reference to its conflicts of laws provisions.

(c) The paragraph headings used herein are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

(d) Each and every provision of this Agreement shall be deemed severable and the invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

10. Conflict. In the event of a conflict between the terms of this Assignment and the terms of the PSA, the terms of this Assignment shall control.

11. Bankruptcy Court Approval. Assignor's obligations under this Agreement are contingent upon Bankruptcy Court Approval.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first above written.

ASSIGNOR:

By: _____

Its: _____

ASSIGNEE:

By: _____

Its: _____

Exhibit A

Purchase and Sale Agreement

Exhibit B

BILL OF SALE

For good and valuable consideration the receipt of which is hereby acknowledged, David R. Metcalf, Trustee of the Metcalf Family Living Trust dated June 11, 1993 (“**Seller**”), does sell, transfer, assign and convey to Delphi Automotive Systems LLC (“**Buyer**”), all of Seller’s right, title and interest in the personal property owned by Seller that is listed on Schedule 1 attached hereto and located in or on the real property at 3000 University, Auburn Hills, Michigan (the “**Personal Property**”).

Seller sells and delivers the Personal Property “as is” to Buyer, and Seller has not made, nor shall Seller be deemed to have made, any representation or warranty, express or implied, as to the value, merchantability, quality or fitness for use or purpose of the Personal Property. Seller warrants only that it has good and marketable title to the Personal Property and the Personal Property is not subject to any liens, claims, or encumbrances whatsoever.

Seller and Buyer agree as follows:

A. The Personal Property is furnished “AS IS”, “WHERE IS”, AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS BILL OF SALE, SELLER DISCLAIMS AND BUYER HEREBY WAIVES ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR DEMAND IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PATENT INFRINGEMENT), STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE PERSONAL PROPERTY. Without limiting the generality of the foregoing, Buyer acknowledges and agrees: (i) that Seller neither represents nor warrants that the Personal Property conveyed under this Bill of Sale will operate satisfactorily, (ii) that Seller shall have no liability or responsibility for the condition and/or operation of the Personal Property after transfer to Buyer, its agents, representatives and/or contractors, and (iii) that Buyer is purchasing the Personal Property based solely upon its own inspection, evaluation, review and analysis and Buyer assumes the entire risk associated with such inspection, evaluation, review and analysis being incomplete or inaccurate.

B. In no event, whether occasioned by breach of contract, breach of warranty, tort (including negligence), strict liability or otherwise, shall Seller be liable to Buyer for incidental, indirect, special or consequential damages.

This sale is made without warranty of title or other warranty of any kind.

DATED this _____ day of _____, 2007.

SELLER:

DAVID R. METCALF,
Trustee of the Metcalf Family Living Trust dated
June 11, 1993

By: _____

Print Name: David R. Metcalf

Its: Trustee

**Schedule 1
to
Bill of Sale**

List of Personal Property

A. Office Area:

1. Modular Furniture
2. PBX and Handsets

B. Lab Area:

1. Air Compressor #1
2. Air Compressor #2
3. Air Compressor #3

Exhibit D

SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** dated as of April ____, 2007 by and between Delphi Automotive Systems LLC, with offices at 5725 Delphi Drive, Troy, Michigan 48098 ("SUBLESSOR"), and Valeo Electrical Systems, Inc., with offices at 4100 N. Atlantic Boulevard, Auburn Hills, Michigan 48326 ("SUBLESSEE"), is based upon the following:

A. Sublessor has leased, as Tenant, from The Metcalf Family Living Trust dated June 11, 1993, as Landlord ("PRIME LANDLORD"), premises located at 3000 University Drive, in the City of Auburn Hills, County of Oakland, State of Michigan (the "DEMISED PREMISES"), pursuant to a certain lease dated March 2, 2007 (the "PRIME LEASE"); and

B. Sublessor desires to sublet to Sublessee and Sublessee desires to hire from Sublessor a portion of the Demised Premises as described on Exhibit A attached hereto; and

NOW THEREFORE, the parties agree as follows:

1. **SUBLEASE.** Sublessor hereby sublets to Sublessee a portion of the Demised Premises, for use as general office, research laboratory and for no other purpose, as follows:

(a) The "Sublet Premises," as described on Exhibit A hereto, consists of one hundred forty-one thousand eight hundred (141,800) square feet as shown on Exhibits A-1, A-2, A-3 and A-5 attached hereto and made a part hereof.

(b) On or prior to one hundred twenty (120) days after the Commencement Date, the portion of the Sublet Premises as shown of Exhibits A-2, A-3 and A-5, shall be excluded from the Sublet Premises and the Sublet Premises shall be reduced to fifty-seven thousand (57,000) square feet.

(c) On or prior to one hundred fifty (150) days after the Commencement Date, the portion of the Sublet Premises as shown of Exhibits A-1 and A-5, shall be excluded from the Sublet Premises and the Sublet Premises shall be vacated in its entirety.

(d) During the term, Sublessor shall provide Sublessee with access to those portions of the IT Areas that are then portions of the Sublet Premises and Sublessee shall provide Sublessor access to those portions of the IT Areas which are not then portions of the Sublet Premises.

(e) During the term, Sublessee shall provide Sublessor with access to the portions of the laboratory space not part of the Sublet Premises and the restroom area in the laboratory area.

(f) Sublessee shall also have the right to utilize portions of the common areas of the Demised Premises as well as the parking areas in order to reasonably utilize the Sublet Premises during the term.

(g) Notwithstanding anything herein contained to the contrary, Sublessee may vacate and surrender portions of the Sublet Premises to Sublessor at any time and from time to time and upon such surrender in good broom clean condition, good order and repair, reasonable wear and tear excepted,

such surrendered portion of the Sublet Premises shall no longer be part of the Sublet Premises and Rent under Paragraph 3 shall be adjusted accordingly.

2. **TERM.** The term of this sublease ("SUBLEASE TERM") shall commence on the Commencement Date and shall expire One Hundred Fifty (150) days after the Commencement Date, or such earlier date upon which the Sublease Term expires or terminates pursuant to the provisions of this Sublease or pursuant to law.

3. **RENT.**

(a) The rent for the Sublease Term shall be Seven Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$780,250.00) ("Rent"). The foregoing amount has been determined based on Sublessee occupying the entire Sublet Premises for the full Sublease Term of each respective portion of the Sublet Premises. Such Rent shall be paid to Sublessor in accordance with the terms of the "Escrow Agreement," as defined in Paragraph 4 hereof.

(b) The Rent paid pursuant to this Paragraph 3 is paid on a gross basis and Sublessor shall pay all costs and expenses of operating and maintaining the Demised Premises, except that Sublessee shall provide janitorial service to the Sublet Premises at its sole cost and expense.

4. **ESCROW AGREEMENT.** Sublessee shall deposit with Lawyers Title Insurance Corporation (the "Escrow Agent") pursuant to an Escrow Agreement executed by Sublessee, Sublessor and the Escrow Agent, the sum of Eight Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$880,250.00) (the "Sublease Escrow Funds") to be utilized to satisfy Sublessee's obligations under this Sublease. Escrow Agent will disburse the Sublease Escrow Funds pursuant to the terms of the Escrow Agreement.

5. **MAINTENANCE AND REPAIR.**

(a) Except as provided in Paragraph 5(b) hereof, Sublessor covenants and agrees that Sublessor will, at Sublessor's expense, during the continuation of this Sublease, keep the said Sublet Premises and the Demised Premises in good repair.

(b) Sublessee shall repair any damage caused to the Demises Premises resulting from the negligence or wrongful acts of Sublessee, Nidec, and Sublessee's and Nidec's agents, contractors or employees. Sublessee shall not be required to make any other repairs or replacements to the Demised Premises.

(c) Sublessee shall not perform any acts or carry on any practices which may injure the Demised Premises or be a nuisance or menace to Sublessor. Sublessee shall not conduct its business in a manner which would cause an increase in Sublessor's insurance premiums for the Demised Premises other than Sublessee's current operations.

(d) The Sublessee shall at Sublessee's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the cleanliness, safety, occupation and use of same, except that Sublessee shall not be required to make any alterations to the Sublet Premises to so comply.

6. **UTILITIES AND TAXES.** Sublessor shall pay for all gas, water, heat and electricity charges for the Demised Premises during the term of this Sublease. Sublessor shall pay the real estate taxes and installments of special assessments relating to the Demised Premises during the term of this Sublease.

7. **DAMAGE OR INJURY.** Neither Prime Landlord nor Sublessor shall be responsible or liable to the Sublessee for any loss or damage (a) to Property or injury to persons sustained by Sublessee or others, caused by conditions or activities on the Sublet Premises (other than due to Sublessor's failure to repair), (b) that may be caused by the acts or omissions of persons occupying adjoining premises (other than Sublessor) or any part of the Demised Premises or (c) for any loss or damage resulting to Sublessee or Sublessee's property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

8. **INSURANCE.**

(a) (i) Sublessee shall procure and keep in effect commercial general liability insurance, including contractual liability, with minimum limits of liability of Two Million Dollars (\$2,000,000) combined single limit (per occurrence and annual aggregate) for bodily injury or death, and property damage. Such insurance shall name Sublessor and the Prime Landlord, as "additional insureds," shall specifically include the liability assumed hereunder by Sublessee, and shall provide that it is primary insurance and not excess over or contributory with any other valid, existing and applicable insurance in force for or on behalf of Sublessor and the Prime Landlord.

(ii) Sublessee shall procure and keep in effect "all risks" (also known as "special cause of loss," including theft, and leakage from fire protective devices) property insurance for the full replacement cost of Sublessee's trade fixtures, equipment, and personal property.

(iii) On Sublessor's or Prime Landlord's reasonable request, Sublessee shall provide evidence of the insurance required pursuant to Paragraph 8(a)(i) and (ii) hereof.

(b) (i) Sublessor shall procure and keep in effect commercial general liability insurance, including contractual liability, with minimum limits of liability of Two Million Dollars (\$2,000,000) combined single limit (per occurrence and annual aggregate) for bodily injury or death, and property damage. Such insurance shall name Sublessee and the Prime Landlord as "additional insureds" and shall specifically include the liability assumed hereunder by Sublessor.

(ii) Sublessor shall procure and keep in effect "all risks" (also known as "special cause of loss", including theft, and leakage from fire protective devices) property insurance for the full replacement value of the Demised Premises.

(iii) On Sublessee's reasonable request, Sublessor shall provide evidence of the insurance required pursuant to Paragraph 8(a)(i) and (ii) hereof.

(c) Sublessor, Sublessee and the Prime Landlord shall each be released from any liability (by way of subrogation or otherwise) for loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, resulting from

damage by fire or casualty, irrespective of the cause of such fire or casualty to the extent that such loss or damage is insured or required to be insured under this Sublease.

9. **SERVICES BY PRIME LANDLORD.** Sublessee shall look only to Sublessor for any services to be furnished to Sublessee in accordance with this Sublease.

10. **ALTERATIONS.** Sublessee shall not make any alterations, additions or improvements upon or to the Sublet Premises without the prior written consent of Sublessor and Prime Landlord. Any permitted alterations, additions and improvements shall be made at the sole cost of Sublessee and shall become the property of Sublessor and shall remain on and be surrendered with the Sublet Premises at the termination of this Sublease; however, Sublessor, at the time of Sublessor's approval, may designate by written notice to Sublessee those alterations, additions, and improvements which shall be removed by Sublessee at the expiration or termination of this Sublease and Sublessee shall promptly remove the same and repair any damage to the Sublet Premises caused by such removal. Notwithstanding anything herein contained to the contrary, the movable office furniture, trade fixtures, business equipment and other personal property of Sublessee (other than any items included in the definition of Property under the Purchase and Sale Agreement dated March 2, 2007 between Sublessor and Sublessee) shall remain its property and may be removed from the Sublet Premises at the end of the Subleased Term. Sublessee shall deliver up the Sublet Premises, at the expiration or sooner termination of the term of this Sublease, in as good condition as they are now in and in a broom clean condition, ordinary wear, damage resulting from Sublessor's failure to repair, fire and other casualties excepted.

11. **ACCESS.** At all reasonable hours, the Sublet Premises shall be open to Prime Landlord and Sublessor, their agents and representatives for inspecting or for repairs, additions or alterations by either party.

12. **SUBLESSEE'S COVENANTS.** Sublessee covenants with Sublessor to hire the Sublet Premises and to pay the Rent therefor as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it shall not make alterations therein, nor use the same for any purposes but that hereinbefore authorized. Sublessee has inspected the Sublet Premises and accepts same in their present condition, without any warranties or representations (expressed or implied) being relied upon and is relying upon its own inspection. Sublessee further covenants that this Sublease shall not be assigned, encumbered or otherwise transferred, and the Sublet Premises shall not be further sublet by Sublessee, in whole or in part, and Sublessee shall neither suffer nor permit any of the Sublet Premise to be used or occupied by others without the prior consent of Prime Landlord in each instance; provided however, that notwithstanding the foregoing, Sublessee has the right to sublet to or otherwise permit Nidec Motors and Actuators USA, Inc. ("Nidec") to occupy portions of the Sublet Premises during the Term of this Sublease.

13. **PRIME LEASE.**

(a) Notwithstanding that this Sublease is a sublease, Prime Landlord, Sublessor and Sublessee acknowledge that the terms and provisions of this Sublease shall not be subordinate to the Prime Lease but that this Sublease contains all of the terms and conditions which have been agreed to by the parties without reference to the Prime Lease.

(b) Notwithstanding anything contained to the contrary in the Prime Lease or in this Sublease, the parties agree that in the event of cancellation of the Prime Lease for any reason whatsoever, including the default of Sublessor, as tenant thereunder, or the surrender thereof, whether voluntary, involuntary or by operation of law, this Sublease shall not thereby be cancelled or terminated, but Sublessee shall make full and complete attornment to the Prime Landlord and the Prime Landlord shall recognize all of Sublessee's rights hereunder for the balance of the Sublease Term with the same force and effect as though this Sublease were originally made from the Prime Landlord to Sublessee hereunder.

(c) The Prime Landlord has executed his consent to this Sublease in order to evidence his acceptance and agreement to the foregoing provisions of this Paragraph 13.

14. **FIRE.** It is understood and agreed that if the Sublet Premises are damaged or destroyed in whole or in part by fire or other casualty during the term, Sublessor will repair and restore the same to good tenable condition with reasonable dispatch, and the Rent herein provided for shall abate entirely in case the entire Sublet Premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the Sublet Premises are restored to a tenable condition. If the Sublessee shall fail to adjust Sublessee's own insurance or to remove damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such delay. If Sublessee shall use any part of the Sublet Premises for storage during the period of repair a reasonable charge shall be made therefor against Sublessee. In case the Sublet Premises, or the Demised Premises shall be destroyed to the extent of more than one-half of the value thereof, Sublessor shall have the option to terminate this Sublease by written notice to Sublessee. In no event shall Sublessor be required to repair or replace Sublessee's merchandise, trade fixtures, leasehold improvements, business machines, equipment, freight or materials stored at the Sublet Premises.

15. **INDEMNITY.** Each of Sublessor and Sublessee (the "Indemnitor") shall hold the other and the Prime Landlord (the "Indemnitees") harmless from any damage to any property or injury to or death of any person arising in, on or upon the Demised Premises arising from the negligence or wrongful acts of the Indemnitor, its agents, contractors and/or employees (including in the case of, Sublessee, the negligence or wrongful acts of Nidec). The foregoing indemnity obligations shall include reasonable attorneys' fees, investigation costs and other reasonable costs and expenses incurred by the Indemnitees from the first notice that any claim or demand is to be made or may be made. The provisions of this Paragraph 15 shall survive the termination of this Sublease with respect to any damage, injury or death occurring prior to such termination.

16. **DEFAULT AND REENTRY.**

(a) If Sublessee shall be in default in performing any of the terms of this Sublease, Sublessor shall give Sublessee written notice of such default, and if Sublessee shall fail to cure such default within thirty (30) days after the receipt of such notice, or if the default is of such a character as to reasonably require more than thirty (30) days to cure, then if Sublessee shall fail, within said thirty (30) day period, to commence and thereafter proceed diligently to cure such default, then and in either of such events, Sublessor may (at its option and in addition to its other legal remedies) cure such default for the account of Sublessee, and any sum so expended by Sublessor plus interest shall be Rent for all purposes hereunder, and shall be paid by Sublessee with the next installment of Rent.

(b) If any Rent referred to in Paragraph 16(a) hereof shall be due and unpaid or Sublessee shall be in default upon any of the other terms of this Sublease, and such default has not been cured after notice and within the time provided in Paragraph 16(a) hereof, then Sublessor, in addition to its other remedies, shall have the immediate right of re-entry. Should Sublessor re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Sublessor may terminate this Sublease and recover from Sublessee (or from the Escrow Funds) all amounts due Sublessor hereunder

17. **QUIET ENJOYMENT.** Sublessor covenants that Sublessee, on payment of all Rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the Sublet Premises for the Term.

18. **EXPENSES.** The prevailing party in any lawsuit between Sublessor and Sublessee shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and costs.

19. **REMEDIES NOT EXCLUSIVE.** It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

20. **WAIVER.** One or more waivers of any covenant or condition by Sublessor or Sublessee shall not be construed as a waiver of a further breach of the same covenant or condition.

21. **NOTICES.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Sublessee at 4100 N. Atlantic Boulevard, Auburn Hills, Michigan 48326 or to Sublessor, at the Demised Premises with a copy to the Manager, Real Estate Services, 5825 Delphi Drive, MC 480-410-174, Troy, Michigan 48098 or at such other place as may be designated by the parties from time to time.

22. **HAZARDOUS SUBSTANCES.** Sublessee shall not use, store, or dispose of any hazardous substances upon the Demised Premises, except use and storage of such substances if they are customarily used in Sublessee's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property. Notwithstanding anything herein contained to the contrary, Sublessor acknowledges that Sublessee's operation of the Sublet Premises in accordance with its prior practices shall not violate the provisions of this Paragraph 22.

23. **HOLDING OVER.** It is hereby agreed that if Sublessee holds over after the termination of this Sublease or the date to exclude the respective portion from the Sublet Premises as described in Paragraph 1 (including any holdover occupancy by Nidec), with respect to any portion of the Sublet Premises, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary and Sublessee shall pay as Rent for such portion of the Sublet Premises at the rate of \$.0417 per square foot per day plus \$3,800 per day for each day until the date such portion of the Sublet Premises are delivered to Sublessor

24. **SURRENDER.** Upon surrender, Sublessee shall promptly deliver all keys for the Sublet Premises to Sublessor at the place then fixed for notice. No surrender of the Sublet Premises by

Sublessee, nor delivery of the keys therefor to Sublessor, nor acceptance by Sublessor of such surrender of keys, shall operate or be construed as relieving Sublessee of any of its obligations hereunder. This Sublease and the tenancy hereby created shall cease and terminate at the end of the original term hereof, and Sublessee hereby waives notice to move and agrees that Sublessor shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Sublet Premises from a tenant holding over to the same extent as if statutory notice were given.

All property, equipment, fixtures, and inventory including without limitation, all personal property, goods, improvements, fixtures and merchandise or any property owned or controlled by Sublessee left on the Demised Premises when Sublessee vacates shall be deemed to have been abandoned by Sublessee, and by such abandonment, Sublessee and any other person or corporation claiming through or under Sublessee, automatically relinquishes any right or interest therein and authorizes Sublessor to sell, dispose of, or destroy same. Sublessor shall have the exclusive right to retain all proceeds from any sale. Sublessee shall be liable to Sublessor for any reasonable costs of removal of Sublessee's property.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the date set forth above.

SUBLESSOR: Delphi Automotive Systems LLC

By: _____

Its: _____

SUBLESSEE: Valeo Electrical Systems, Inc.

By: _____

Its: _____

Witness

Witness

The Prime Landlord hereby consents to the foregoing Sublease and specifically to the provisions of Paragraphs 13(a) and (b) of such Sublease.

The Metcalf Family Living Trust dated June 11, 1993

Witness

By: _____, Trustee

DETROIT.2514621.2

Exhibit E

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") made and entered into on April ___, 2007, among LAWYERS TITLE INSURANCE CORPORATION (the "Escrow Agent"), DELPHI AUTOMOTIVE SYSTEMS LLC, a Delaware limited liability company ("Sublessor"), and VALEO ELECTRICAL SYSTEMS, INC., a Delaware corporation ("Sublessee"), is based upon the following:

A. Sublessor and Sublessee entered into a Real Property Purchase Agreement, dated March 2, 2007 (the "Purchase Agreement"), with respect to the sale of real property that is located in the City of Auburn Hills, Oakland County, State of Michigan (the "State") (the "Property").

B. Sublessor assigned its rights under the Purchase Agreement to Metcalf Family Trust ("Prime Landlord") pursuant to an Assignment and Assumption Agreement dated March 2, 2007. Sublessor and Prime Landlord executed a Lease Agreement for the Property dated March 2, 2007.

C. Sublessor and Sublessee entered into a Sublease Agreement (the "Sublease") for Sublessee's post-closing occupancy of a portion of the Property (the "Premises").

D. Pursuant to Paragraph 4 of the Sublease, Sublessor and Sublessee agreed to enter into an escrow agreement with Escrow Agent pursuant to which Sublessee will deposit with Escrow Agent an amount equal to Eight Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$880,250.00) representing the total rent payable by Sublessee during the term of the Sublease (as calculated based on a 360-day year) plus One Hundred Thousand Dollars (\$100,000) (the "Sublease Escrow Funds").

E. The Sublease Escrow Funds are to be disbursed for the payment of the Rent under the Sublease in accordance with this Escrow Agreement.

F. Escrow Agent has agreed to receive, hold and return or release the Sublease Escrow Funds in the manner set forth in this Escrow Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions contained in this Escrow Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Escrow Agreement agree as follows:

1. Defined Terms.

(a) Terms used in this Escrow Agreement with initial capital letters and not otherwise defined in this Escrow Agreement have the meaning ascribed to them in the Sublease.

(b) Seller and Purchaser agree that the Sublease Escrow Funds are equal to Eight Hundred Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$880,250.00). Such amount has been computed as if Tenant occupied the entire Premises for the full term for each respective portion thereof as provided in the Sublease; however, Sublessor and Sublessee acknowledge that Sublessee may vacate portions of the Premises prior to the expiration of the full term of the Sublease with respect thereto, in which event the portion of the Sublease Escrowed Funds applicable to the unused term will be returned to Sublessee as herein provided.

2. Appointment of Escrow Agent. Sublessor and Sublessee appoint Escrow Agent as their escrow agent for the purposes set forth in this Escrow Agreement, and Escrow Agent accepts such appointment.

3. Delivery of Post Closing Escrowed Funds. On the date of this Agreement, Sublessee has delivered to Escrow Agent the Sublease Escrow Funds.

4. Acceptance of Appointment by Escrow Agent. Escrow Agent confirms receipt of the Sublease Escrow Funds. Escrow Agent agrees to hold the Sublease Escrow Funds in a federally-insured and interest-bearing account pursuant to the terms of this Escrow Agreement, with the interest earned thereon to be added to and become a part of the Sublease Escrow Funds. Escrow Agent agrees to hold and disburse the Sublease Escrow Funds and all accrued interest on the Sublease Escrow Funds in accordance with the terms and conditions of this Escrow Agreement.

5. Disposition of Sublease Escrow Funds. The Sublease Escrow Funds will be held and disbursed by Escrow Agent as follows:

(a) The Escrow Agent will disburse the Escrow Funds to the Sublessor pursuant to the following schedule (“Disbursement Schedule”):

(i) On the thirtieth (30th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(ii) On the sixtieth (60th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(iii) On the ninetieth (90th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(iv) On the one hundred and twentieth (120th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, One Hundred Seventy-seven Thousand Two Hundred Fifty and 00/100 (\$177,250.00).

(v) On the one hundred and fiftieth (150th) day following the Commencement Date defined in the Sublease, the Escrow Agent shall disburse to Sublessor from the Sublease Escrow Funds, Seventy-one Thousand Two Hundred Fifty and 00/100 (\$71,250.00).

All payments called for under the Sublease shall be made without setoff or deduction, at Sublessor’s office or at such other address as Sublessor may designate subject to Sublessee’s right to vacate portions of the Premises prior to the expiration of the term for that portion of the Premises as set forth in the Sublease.

(b) If Sublessee vacates portions of the Premises prior to expiration of the term for that portion of the Premises as set forth in the Sublease, then at any time prior to the end of each respective period described above, Sublessee may provide Sublessor and the Escrow Agent a written notice (“Early Exit Notice”) detailing (1) the reduction in the

number of rentable square feet of the Premises, (2) the date of the number of rentable square feet of the Premises occupied on a daily basis during the preceding rental period, (3) the rent payable therefor (at the rate of \$.0417 per square feet per day) ("Revised Rental Amount") and (4) the adjusted "Disbursement Schedule" for the remainder of the Term of the Sublease.

(c) Within ten (10) days after receipt of such Early Exit Notice, the Escrow Agent shall pay the Revised Rental Amount due pursuant to such notice to Sublessor. If Sublessee fails to so provide such notice prior to the end of each period described above, the Escrow Agent shall pay the amount due Sublessor pursuant to the above disbursement of Sublease Escrow Funds.

(d) If Sublessee holds over after the termination of the term of the Sublease or the date to exclude the respective portion from the Sublet Premises as described in Paragraph 1 of the Sublease with respect to any portion of the Sublet Premises, thereafter the tenancy shall be from month-to-month in the absence of a written agreement to the contrary, and then at any time prior to the end of each respective period described above or within ten (10) days after the end of a month of holdover tenancy, Sublessor may provide Sublessee and the Escrow Agent a written notice ("Holdover Notice") detailing (1) the number of rentable square feet of the Premises in which Sublessee held over on a daily basis during either the preceding rental period or preceding month, and (2) the rent payable therefor (a the rate of \$0.0417 per square foot per day plus \$3,800 per day) ("Holdover Amount").

(e) Within ten (10) days after receipt of such Holdover Notice, the Escrow Agent shall pay the Holdover Amount (plus any amount owed pursuant to the Disbursement Schedule in Paragraph 5(a)).

(f) Upon Sublessee's vacation of the entire Premises, Sublessee shall deliver a written notice to the Escrow Agent and Sublessor notifying them of Sublessee's vacation of the Premises. Escrow Agent shall pay the rent due Sublessor for such period and the balance of the Sublease Escrow Funds, if any, shall be paid to Sublessee.

(g) Notwithstanding the provisions of Paragraph 5(a), (b) and (c) hereof:

(i) If the Escrow Agent has not received an Early Exit Notice from Sublessee or Holdover Notice from Sublessor with respect to any period, the Escrow Agent shall pay to Sublessor the amount for such period payable with respect to the period described in the Disbursement Schedule above.

(ii) Notwithstanding such Early Exit Notice from Sublessee and payment of such Revised Rental Amount by the Escrow Agent or Holdover Notice for Sublessor and payment of such Holdover Amount by Escrow Agent, Sublessor shall have the right to contest Sublessee's Early Exit Notice and Sublessee shall have the right to contest Sublessor's Holdover Notice for any respective period (or month during a holdover period) by written notice to the other party and the Escrow Agent within ten (10) days after receipt of Sublessee's Early Exit Notice or Sublessor's Holdover Notice with respect to such period. If Sublessor or Sublessee fail to so provide such notice within such ten (10) day period, the other party's notice shall be conclusive. If Sublessor or Sublessee provides such notice in a timely manner, Sublessor and Sublessee shall use good faith efforts to resolve such matter and the Escrow Agent shall continue to hold the disputed amount as provided in Paragraph 6 hereof. Any undisputed amount shall be released to Sublessor and Sublessee as provided in Paragraphs 5(a)-(f) hereof.

6. Limitation on Escrow Agent's Liability. Except for Escrow Agent's willful default or misconduct or negligence, Escrow Agent will have no liability under this Escrow Agreement as long as it performs its obligations under this Escrow Agreement in good faith. In the event of a dispute as to the disposition of the Sublease Escrow Funds, Escrow Agent is authorized and directed to do either of the following (the determination of which will be made by Escrow Agent in its sole discretion): (i) file an interpleader action as provided by law, in which event Escrow Agent will be released from any further liability under this Escrow Agreement, or (ii) hold the Sublease Escrow Funds until Escrow Agent receives an order of a court of competent jurisdiction or written instructions from both Sublessor and Sublessee directing the disposition of the Sublease Escrow Funds. Sublessor and Sublessee, jointly and severally, agree to reimburse Escrow Agent for any and all expenses, including reasonable attorneys' fees, which Escrow Agent may incur as a result of any legal proceedings affecting this Escrow Agreement or the performance of Escrow Agent's duties, provided that as between Sublessor and Sublessee, the non-prevailing party in any dispute between Sublessor and Sublessee that results in expenses being incurred by Escrow Agent under this Escrow Agreement will be responsible for such expenses. Upon the performance of the services described above, Escrow Agent will be released and acquitted from any further liabilities concerning this Escrow Agreement, it being expressly understood that such liability in any event is limited by the terms and conditions set forth in this Escrow Agreement.

7. Notices. All notices or other communications provided for under this Escrow Agreement must be in writing and signed on behalf of the party that sends the notice or other communication. Notices and other communications must be personally delivered, sent by certified or registered mail, return receipt requested, or sent by a reputable national overnight delivery service, and will be effective upon the earlier of receipt or refusal or failure to accept receipt if sent to the following addresses:

If to Escrow Agent: Land America/Lawyers Title Corporation
1050 Wilshire Drive
Troy, Michigan 48084
Attention: Steve Nadolski

If to Sublessor: Delphi Automotive Systems LLC
5825 Delphi Drive
MC: 480-410-174
Troy, Michigan 48098
Attention: Jeffrey Beaudoen, Manager,
Real Estate Services

With a Copy to: Delphi Automotive Systems
5725 Delphi Drive
MC: 483-400-603
Troy, Michigan 48098
Attention: Deputy General Counsel
Transactional & Restructuring

If to Sublessee: Valeo Electrical Systems, Inc.
4100 North Atlantic Boulevard
Auburn Hills, Michigan 48326
Attention: Francoise Colpron
email: francoise.colpron@valeo.com

With a Copy to: Honigman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, Michigan 48226
Attention: E. Todd Sable, Esq.
(313) 465-7549 (Fax)
(313) 465-7548 (Voice)
email: tsable@honigman.com

Each party may change its address from time to time by delivering notice to each of the other parties in any manner described above.

8. Applicable Law. This Agreement will be interpreted and enforced according to the laws of the State of Michigan.

9. Counterparts. This Escrow Agreement may be executed in counterparts, each of which will constitute an original although not fully executed, but all of which when taken together, will constitute but one agreement. Delivery by facsimile of this Escrow Agreement or an executed counterpart of this Escrow Agreement will be deemed a good and valid execution and delivery of this Escrow Agreement.

10. Entire Agreement. This Escrow Agreement and the Sublease represent the entire understanding between the parties with respect to the subject matter of this Escrow Agreement, and all prior agreements and understandings between the parties with respect to the subject matter of this Escrow Agreement are merged in this Escrow Agreement. Any amendment, modification, or waiver of any obligation under this Escrow Agreement must be in writing and signed by the parties that are to be bound by the applicable amendment, modification or waiver.

11. Successors and Assigns. This Escrow Agreement will be binding upon and inure to the benefit of the parties to this Escrow Agreement and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

DELPHI AUTOMOTIVE SYSTEMS LLC,
a Delaware limited liability company

By:_____

Its: Authorized Signatory

VALEO ELECTRICAL SYSTEMS, INC.,
a Delaware corporation

By:_____

Its:_____

LAWYERS TITLE INSURANCE
CORPORATION

By:_____

Its:_____

DETROIT.2514618.2

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

ORDER UNDER 11 U.S.C. §§ 363(b), 365(a), AND 365(d) AND
FED. R. BANKR. P. 6004 AND 6006 AUTHORIZING DEBTORS TO
(A) ENTER INTO AND ASSIGN PURCHASE AGREEMENT (B) ENTER INTO
LEASE AGREEMENT AND (C) REJECT CERTAIN UNEXPIRED
LEASES OF NONRESIDENTIAL REAL PROPERTY

("LEASE TRANSACTION ORDER")

Upon the motion, dated March 2, 2007 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (each, a "Debtor"), for an order under 11 U.S.C. §§ 363(b), 365(a), and 365(d) and Fed. R. Bankr. P. 6004 and 6006 authorizing, but not directing, Delphi Automotive Systems LLC ("DAS LLC ") to (a) enter into an agreement for the purchase and sale of certain real property (the "Purchase Agreement"), (b) enter into certain other agreements which relate to the Purchase Agreement and the transactions contemplated by the Purchase Agreement (collectively, the "Lease Transaction"), including a lease agreement (the "Lease"), an agreement to assign the Purchase Agreement (the "Assignment Agreement"), a sublease agreement (the "Sublease"), and an escrow agreement (the "Escrow Agreement"), and (c) reject two leases of nonresidential real property; and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the

best interests of the Debtors, their estates, their creditors, and other parties-in-interest;
and it appearing that proper and adequate notice of the Motion has been given and that no
other or further notice is necessary; and after due deliberation thereon, and sufficient
cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.

2. DAS LLC is authorized, but not directed, to enter into and perform
under all of the agreements necessary to effectuate the Lease Transaction, including the
Purchase Agreement, the Lease, the Assignment Agreement, the Sublease, and the
Escrow Agreement, copies of which are attached to the Motion as Exhibits A, B, C, D,
and E, respectively.

3. The Debtors are authorized to reject the Shelby Lease (as defined
in the Motion) and the Downers Grove Lease (as defined in the Motion). The effective
date for the rejection of the Shelby Lease shall be September 30, 2007 and the effective
date for the rejection of the Downers Grove Lease shall be November 30, 2007, provided,
however, that the Debtors may reject the Shelby Lease effective as of August 31, 2007
and the Downers Grove Lease effective as of October 31, 2007, in either case upon ten
days' prior written notice to the respective lessors of those premises.

4. The rejection of the Shelby Lease and the Downers Grove Lease
shall otherwise be governed by the Order Under 11 U.S.C. §§ 365(a) and 554 and Fed. R.
Bankr. P. 6006 Approving Procedures For Rejecting Unexpired Real Property Leases and
Authorizing Debtors to Abandon Certain Furniture, Fixture, and Equipment (the "Lease
Rejection Procedures Order"), entered January 6, 2006 (Docket No. 1776).

5. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

6. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
March __, 2007

UNITED STATES BANKRUPTCY JUDGE

Hearing Date And Time: March 22, 2007 at 10:00 a.m.
Objection Deadline: March 15, 2007 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)

- and -

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Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF MOTION FOR ORDER UNDER 11 U.S.C. §§ 363(b), 365(a), AND 365(d) AND
FED. R. BANKR. P. 6004 AND 6006 AUTHORIZING DEBTORS TO (A) ENTER INTO
PURCHASE-LEASEBACK TRANSACTION AND (B) REJECT CERTAIN UNEXPIRED
LEASES OF NONRESIDENTIAL REAL PROPERTY

("LEASE TRANSACTION MOTION")

PLEASE TAKE NOTICE that on March 2, 2007, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed a Motion For Order Under 11 U.S.C. §§ 363(B), 365(A), and 365(D) and Fed. R. Bankr. P. 6004 and 6006 Authorizing Debtors to (A) Enter Into Purchase-Leaseback Transaction and (B) Reject Certain Unexpired Leases of Nonresidential Real Property (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on March 22, 2007 at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004 (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (the "Amended Eighth Supplemental Case Management Order") (Docket No. 5418), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly

to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time) on March 15, 2007** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Amended Eighth Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Seventh Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
March 2, 2007

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT K

Delphi Corporation
Special Party

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Cadence Innovation LLC Successor in Interest to Patent Holding Company	Dennis J Connolly Esq	Alston & Bird LLP	1201 W Peachtree St	Atlanta	GA	30309-3424

EXHIBIT L

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
IAMAW District 10	Marianne Goldstein Robbins	Previant, Goldberg, Uelmen, Gratz, Miller &	1555 N. RiverCenter Drive Ste 202	Milwaukee	WI	53212
IAMAW District 10 and Lodge 78 on behalf of the employees and retirees it represents	Marianne G Robbins Esq	Previant Goldberg Uelmen Gratz Miller & Brueggeman SC	1555 N RiverCenter Dr Ste 202	Milwaukee	WI	53212
IBEW Local 663	Marianne Goldstein Robbins	Previant, Goldberg, Uelmen, Gratz, Miller &	1555 N. RiverCenter Drive Ste 202	Milwaukee	WI	53212
IBEW Local 663 on Behalf of the Employees and Retirees it Represents	Marianne G Robbins Esq	Previant Goldberg Uelmen Gratz Miller & Brueggman SC	1555 N RiverCenter Dr Ste 202	Milwaukee	WI	53212
International Union of Operating Engineers Local 101 S on behalf of employees and retirees it represents	Barbara S Mehlsack	Gorlick Kravitz & Listhaus PC	17 State Street	New York	NY	10004
International Union of Operating Engineers Local 101 S on Behalf of Employees and Retirees it Represents	International Union of Operating Engineers	Attn Richard Griffin Gen Counsel	1125 17th St NW	Washington	DC	20036
International Union of Operating Engineers Local 18 S on Behalf of Employees and Retirees it Represents	Barbara S Mehlsack Esq	Gorlick Kravitz & Listhaus P C	17 State St	New York	NY	10004
International Union of Operating Engineers Local 18 S on Behalf of Employees and Retirees it Represents	International Union of Operating Engineers	Attn Richard Griffin Gen Counsel	1125 17th St NW	Washington	DC	20036
International Union of Operating Engineers Local 832 S on Behalf of Employees and Retirees it Represents	Barbara S Mehlsack Esq	Gorlick Kravitz & Listhaus PC	17 State St	New York	NY	10004
IUE-CWA/Delphi Corp. Joint Activities Center	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
IUOE	Barbara Mehlsack	Gorlick, Kravitz & Listhaus, P.C.	17 State Street	New York	NY	10004
Local 1111 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Local 416 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Local 698 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Local 711 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Local 717 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Local 718 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Local 755 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Local 801 IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003
Retirees of Delphi Corporation represented by IUE-CWA	Susan Jennik	Kennedy, Jennik & Murray, PC	113 University Place	New York	NY	10003

EXHIBIT M

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Inplay Technologies	Bob Brilon	Inplay Technologies	234 S Extension Rd	Mesa	AZ	85210
Inplay Technologies	Richard Smolev	Kaye Scholer LLP	425 Pk Ave	New York	NY	10022

EXHIBIT N

Delphi Corporation
Special Party

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Erika S Parker Chapter 7 Trustee	Patricia B Fugee	Roetzel & Andress	One Seagate Ste 900	Toledo	OH	43604

EXHIBIT O

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Inovise Medical Inc	Douglas Pahl	Perkins Coie	1120 Nw Couch St Tenth Fl	Portland	OR	97209
Longacre Master Fund Inovise Medici	Adam L Shiff	Kasowitz Benson Torres & Friedman	1633 Broadway	New York	NY	10019

EXHIBIT P

Company	Contact	Address1	Address2	City	State	Zip
1401 Troy Associates Limited Partnership	Attn Douglas M Etkin	200 Franklin Center	29100 Northwestern Highway	Southfield	MI	48034
Coliers International	Attn H.L. Bing Heckman	450 W Santa Clara St		San Jose	CA	95113
Frank/Gecker LLP	Joseph D. Frank	325 N LaSalle St Ste 625		Chicago	IL	60601
Grubb & Ellis	Attn Geoff Hill & Chris Dowell	26555 Evergreen Rd Ste 500		Southfield	MI	48076
Honigman Miller Schwartz and Cohn LLP	2290 First National Bldg	660 Woodward Ave		Detroit	MI	48226
Jones Lang Lasalle	Attn Scott H Miller	200 E Randolph Dr		Chicago	IL	60601
LaSalle National Bank as Trustee under Trust Agmt dated Oct 1 1990	Attn Paul Gearan	c/o Nicolson Porter & List Inc	1300 W Higgins	Park Ridge	IL	60068
Liberty Property Limited Partnership		26911 Northwestern Highway Ste 205		Southfield	MI	48034
Milwaukee Investment Company	c/o Signature Associates	Attn Property Management	One Towne Sq Ste 1200	Southfield	MI	48075
Morgan Miller Blair	Christopher J Hunter	1331 N California Blvd Ste 200		Walnut Creek	CA	94596-4544
Osprey SA Ltd		305 E Main St		Brighton	MI	48116
The Metcalf Family Living Trust	Attn David Metcalf	2920 Rohrer Dr		Lafayette	CA	94549
Valeo Electrical Systems Inc	Attn Francoise Colpron	3000 University		Auburn Hills	MI	48326-2356
Wells Management Company		6200 The Corner Parkway Ste 250		Norcross	GA	30092